BK

MODIFICATION # 81-26

AGREEMENT NO.

REQUEST FOR MODIFICATION TO CONTRACT # 80-302 REQUEST DATE 1-10-81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Agronomy & Range Science Office & Library Organization MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $353.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To change the authorized position from a Library Collection Trainee (Assistant II Classification) to an Assistant II/Trainee.

To adjust federal costs per month for wages to equal the average wage of $736/month.

To decrease the contract by the amount of one months wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M Galvan DEPUTY

$9,152
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert V Black FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-302

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-10-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Agronomy & Range Science Office & Library Organization

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X D. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Shannon Hinnen — Fiscal Officer — 1-22-81 Date

Margaret J. Holden — CETA Director — 1-26-81 Date

YC 106 (10-79)

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: AGRONOMY/RANGE SCIENCE LIBRARY
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	~~2.~~	~~2.~~
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared By: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-27

REQUEST FOR MODIFICATION TO CONTRACT # 80-303 REQUEST DATE 1/10/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: U.C.D/Bicycle Safety MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 353.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To change the authorized position from a Bicycle Safety Assistant (Assistant III Classification) to an Assistant II/Trainee.

To adjust the federal costs per month for wages to equal the average wage of $736/month

To decrease the contract by one months wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercedes those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Linna M Galvan DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-303

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-10-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1 80 To 9-30-81
Program Name: Bicycle Safety Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-22-81

CETA Director — Date 1/28/81

YC 105 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: BICYCLE SAFETY
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X _____ = ...	$ 8.	$ 8.
f. Mileage		
_____miles @ _____per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	$ 2.	$ 2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
_____% Effective Date _____	$	$
b. Step Increases		
_____% Effective Date _____	$	$
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared by: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81 - 28

REQUEST FOR MODIFICATION TO CONTRACT # 80-304 REQUEST DATE 1/21/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/CA Energy Policy Library & Program Director MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 706.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To change the authorized position from a Library Collection Trainee to an Assistant II/Trainee

To adjust federal wages per month to equal the average wage of $736/month

To decrease the contract by one months' wages & fringe benefits for both authorized positions as they were vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M. Bolivar DEPUTY

$ 18,304
New grant total and fixed price

Signature of program operator 7-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-304

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-12-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: California Energy Policy
Library & Program Director

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						~~0~~			~~0~~
NOV.						1,664			1,664
DEC.						1,664			1,664
JAN.						1,664			1,664
FEB.						1,664			1,664
MAR.						1,664			1,664
APR.						1,664			1,664
MAY						1,664			1,664
JUNE						1,664			1,664
JULY						1,664			1,664
AUG.						1,664			1,664
SEPT.						1,664			1,664
TOTAL						18,304			18,304

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			~~0~~	~~0~~				~~0~~
NOV.			1,472	192				1,664
DEC.			1,472	192				1,664
JAN.			1,472	192				1,664
FEB.			1,472	192				1,664
MAR.			1,472	192				1,664
APR.			1,472	192				1,664
MAY			1,472	192				1,664
JUNE			1,472	192				1,664
JULY			1,472	192				1,664
AUG.			1,472	192				1,664
SEPT.			1,472	192				1,664
TOTAL			16,192	2,112				18,304

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X D. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/16/81

CETA Director — Date 1/16/81

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: CA ENERGY POLICY LIBRARY
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
_____ miles @ _____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	$ 2.	$ 2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
_____ % Effective Date _____	$	$
b. Step Increases		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 2 1

15. Prepared By: B. Basselbring

(PC 1)

BK

MODIFICATION

AGREEMENT NO. 81-29

REQUEST FOR MODIFICATION TO CONTRACT # 80-305 REQUEST DATE 1/10/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Chicano Studies Library MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 353.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from a Library Collection Trainee (Assistant III Classification) to an Assistant II/Trainee.

To adjust federal costs per month for wages to equal the average wage of $736/month.

To decrease the contract by the amount of one months' wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attahced Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Emma M Colvin DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator

2-3-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-305

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-10-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Chicano Studies Library

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,056	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Sharon Hyman
Fiscal Officer — Date

Margaret J. Wilson
CETA Director — 1/28/81 Date

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: CHICANO STUDIES LIBRARY
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	$ 2.	$ 2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared by: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-30

REQUEST FOR MODIFICATION TO CONTRACT # 80-306 REQUEST DATE 1/12/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/4-H Minority Education Project MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 10,180

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized positions from four 4-H Assistant Trainee's (Assistant III Classification) to four Assistant II/Trainee's.

To adjust federal wages per month to equal the average wage of $736/month.

MODIFICATION To decrease the contract by one months' wages and fringe benefits for all 4 positions as they were all vacant during October, and for 2 positions which were vacant during November.

The attached Operating Budget and Individual Budget worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M Eakin DEPUTY

$34,944
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black FEB - 3 1981
Signature of Authorized Officer Date

November 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-306

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-12-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: 4-H Migrant Education Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						1,664			1,664
DEC.						3,328			3,328
JAN.						3,328			3,328
FEB.						3,328			3,328
MAR.						3,328			3,328
APR.						3,328			3,328
MAY						3,328			3,328
JUNE						3,328			3,328
JULY						3,328			3,328
AUG.						3,328			3,328
SEPT.						3,328			3,328
TOTAL						34,944			34,944

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			1,472	192				1,664
DEC.			2,944	384				3,328
JAN.			2,944	384				3,328
FEB.			2,944	384				3,328
MAR.			2,944	384				3,328
APR.			2,944	384				3,328
MAY			2,944	384				3,328
JUNE			2,944	384				3,328
JULY			2,944	384				3,328
AUG.			2,944	384				3,328
SEPT.			2,944	384				3,328
TOTAL			30,912	4,032				34,944

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/22/81

Margaret J Sheridan
CETA Director — Date 1/28/81

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 First Street
Woodland, CA 95695

SPECIAL PROJECTS VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: 4H MIGRANT PROJECT
3. Position Title: ASSISTANT II TRAINEE
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shift Differential Pay	$	$
d. Overtime Pay	$	$
8. Fringe Benefits		
a. Social Security ..... %.....	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
800 miles @ 18.5 per mile	$ 148.	$ 148.
g. Other (specify)		
Life Insurance .10%	1.	1.
Non Individual Disability .29%	$ 2.	$ 2.
Accrued Vacation 6.16%	$ 46.	$ 46.
	$	$
9. Total Fringe Benefits Cost	$ 244.	$ 244.
10. Total Position Cost	$ 989.	$ 980.
11. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-80	$ 75.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)		
a. Wages	$ 9165.	$ 8832
b. Fringe Benefits	$ 2955.	$ 2928.
c. Total	$ 12120	$ 11760

13. Number of Positions being requested 4.

14. Prepared by: B. Hasselbring

VC 101

BK

MODIFICATION #

AGREEMENT NO. 81 - 3

REQUEST FOR MODIFICATION TO CONTRACT # 80-307 REQUEST DATE 1/12/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Parcel Route Demonstration Project MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 364.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from a Messenger to an Assistant II/ Trainee.

To adjust federal wages per month to equal the average wage of $736/month.

To decrease the contract by one months' wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anne M Eckman DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator

2-24-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert V Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-307

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-12-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Parcel Route Demonstration Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-28-81

CETA Director — Date 1/29/81

YC 105 (10-79)

500 First Street
Woodland, CA 95695

TITLE VI MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: PRACEL ROUTE DEMONSTRATION PROJECT
3. Position Title: ASSISTANT II/TRAINEE
4. Date Submitted: 12/12/80

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 760.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shift Differential Pay	$	$
d. Overtime Pay	$	$
8. Fringe Benefits		
a. Social Security ..... ____ %.....	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
____ X 1.05 X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile	$	$
g. Other (specify)		
Life Insurance, .10%	$ 1.	$ 1.
Non Individual Liability, .29%	$ 2.	$ 2.
Accrued Variation, 6.16%	$ 47.	$ 46.
9. Total Fringe Benefits Cost	$ 97.	$ 96.
10. Total Position Cost	$ 857.	$ 832.
11. Anticipated Salary Increases		
a. Cost of Living (820/Mo)		
10 % Effective Date 7-1-81	$ 60.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980) Retroactive to 10/1/80		
a. Wages	$ 9300.	$ 8832.
b. Fringe Benefits	$ 1188.	$ 1152
c. Total	$ 10488	$ 9984

13. Number of Positions being requested 1

14. Prepared by: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-32

REQUEST FOR MODIFICATION TO CONTRACT # 80-303 REQUEST DATE 1/12/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Police Records Computerization MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 1,196

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from an Assistant Coder Trainee to an Assistant II/Trainee.

To adjust federal wages per month to equal the average wage of $736/month.

To decrease the contract amount by two months' wages and fringe benefits as the position authorized was vacant during October and November.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Emma M. Carlson DEPUTY

$ 8,320
New grant total and fixed price

Signature of program operator

2-24-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-308

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-12-81

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Police Records Computerization

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						~~0~~			~~0~~
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						8,320			8,320

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			~~0~~	~~0~~				~~0~~
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			7,360	960				8,320

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

K. J. Wyckland
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/26/81

Margaret J. Holden
CETA Director — Date 1/26/81

YC 105 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: POLICE RECORDS COMPUTERIZATION
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$.	$ 1.
~~Non-Individual Disability .29%~~	~~2.~~	2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared By: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-33

REQUEST FOR MODIFICATION TO CONTRACT # 80-309 REQUEST DATE 1/12/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Public Displays of Geological Interest MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ [x] Decreased by $364.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from a Museum Preparator Trainee to an Assistant II/Trainee.

To adjust federal costs per month for wages to equal the average wage of $736/month.

To decrease the contract by one month's wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Linda M. Cabral DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator

2-24-81
Date

Recommendation and/or comments by staff: [x] Approve [ ] Disapprove

Recommendation of the MAPC: [x] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[x] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert V. Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-309

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-12-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring

Phone 752-7300

Period: From 10-1-80 To 9-30-81

Program Name: Public Displays of Geological Interest

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/28/81

Margaret J. Sheldon
CETA Director — Date 1/30/81

YC 106 (10-79)

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: PUBLIC DISPLAYS
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	$ 2.	$ 2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared by: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-34

REQUEST FOR MODIFICATION TO CONTRACT # 80-310 REQUEST DATE 1/12/81

CETA TITLE: VI Project CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Rape Education MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 353.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from a Clerk Trainee to an Assistant II/ Trainee.

To adjust federal wages per month to equal the average wage of $736/month.

To decrease the contract by one months' wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M. Peters DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert M. Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-310

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-12-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Rape Education Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J. Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/26/81

CETA Director — Date 1/27/81

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: WOMEN CENTER - RAPE EDUCATION
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X _____ = ...	$ 8.	$ 8.
f. Mileage		
_____miles @ _____per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	~~2.~~	~~2.~~
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
_____% Effective Date _____	$	$
b. Step Increases		
_____% Effective Date _____	$	$
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared by: B. Hasselbring

(VI-17)

3K

MODIFICATION

AGREEMENT NO. 81-35

REQUEST FOR MODIFICATION TO CONTRACT # 80-311 REQUEST DATE 1/10/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Research Farm Management MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 353.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To change the authorized position from a Farm Technician to an Assistant II/ Trainee.

To adjust the federal costs per month for wages to equal the average wage of $736/month.

To decrease the contract by the amount of one months' wages and fringe benefits as the position authorized was vacant during October.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Emma M Galvan DEPUTY

$ 9,152
New grant total and fixed price

Signature of program operator

2-24-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert V. Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-311

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-10-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Research Farm Management

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						~~0~~			~~0~~
NOV.						832			832
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						9,152			9,152

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			~~0~~	~~0~~				~~0~~
NOV.			736	96				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			8,096	1,056				9,152

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

K J Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/26/81

CETA Director — Date 1-28-81

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

SPECIAL PROJECTS TITLE VI
MODIFICATION

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: RESEARCH FARM MANAGEMENT
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$ 745.	$ 736.
	a. Base Salary	$	$
	b. Additional Holiday Pay	$	$
	c. Additional Shify Differential Pay	$	$
8.	Overtime Pay	$	$
9.	Fringe Benefits	$	$
	a. Social Security..... %	$	$
	b. Medical Insurance 5.23%	$ 39.	$ 39.
	c. Dental Plan	$	$
	d. Uniform Allowance	$	$
	e. Workers'Compensation		
	Rate X Expenience Rating X (Salary ÷ 100)		
	X 1.05% X = ...	$ 8.	$ 8.
	f. Mileage		
	miles @ per mile.....	$	$
	g. Other (specify)		
	Life Insurance .10%	$ 1.	$ 1.
	~~Non-Individual Disability .29%~~	~~$ 2.~~	~~$ 2.~~
	Accrued Vacation 6.16%	$ 46.	$ 46.
10.	Total Fringe Benefits Cost	$ 96.	$ 96.
11.	Total Position Cost	$ 841.	$ 832.
12.	Anticipated Salary Increases		
	a. Cost of Living		
	10 % Effective Date 7-1-81	$ 75.	$ --
	% Effective Date	$	$
	b. Step Increases		
	% Effective Date	$	$
	% Effective Date	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
	a. Wages	$ 9165	$ 8832
	b. Fringe Benefits	$ 1176	$ 1152
	c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared By: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81 - 36

REQUEST FOR MODIFICATION TO CONTRACT # 80-312 REQUEST DATE 1-10-81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Upgrading Nematology Library MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 668.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To change the authorized position from a Library Collection Trainee to an Assistant II/Trainee

To adjust federal costs per month for wages to equal the average wage of $736/month.

To decrease the contract by two months wages and fringe benefits as the authorized position was vacant both October and November.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M Galvan DEPUTY

$8,320
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: III Projects

CONTRACT NO. 80-312

[ ] ORGINAL [XX] REVISION NO. 001

DATE 1-10-81

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Upgrading Nematology Library

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						~~0~~			~~0~~
DEC.						832			832
JAN.						832			832
FEB.						832			832
MAR.						832			832
APR.						832			832
MAY						832			832
JUNE						832			832
JULY						832			832
AUG.						832			832
SEPT.						832			832
TOTAL						8,320			8,320

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			~~0~~	~~0~~				832
DEC.			736	96				832
JAN.			736	96				832
FEB.			736	96				832
MAR.			736	96				832
APR.			736	96				832
MAY			736	96				832
JUNE			736	96				832
JULY			736	96				832
AUG.			736	96				832
SEPT.			736	96				832
TOTAL			7,360	960				8,320

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X J Goddard
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-28-81

CETA Director — Date 1/28/81

YC 106 (10-79)

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: NEMATOLOGY LIBRARY
3. Position Title: Assistant II/Trainee
4. Date Submitted: December 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745.	$ 736.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security.....%	$	$
b. Medical Insurance 5.23%	$ 39.	$ 39.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 1.05% X _____ = ...	$ 8.	$ 8.
f. Mileage		
_____ miles @ _____ per mile.....	$	$
g. Other (specify)		
Life Insurance .10%	$ 1.	$ 1.
~~Non-Individual Disability .29%~~	2.	2.
Accrued Vacation 6.16%	$ 46.	$ 46.
10. Total Fringe Benefits Cost	$ 96.	$ 96.
11. Total Position Cost	$ 841.	$ 832.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 75.	$ --
_____ % Effective Date _____	$	$
b. Step Increases		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10/1/80		
a. Wages	$ 9165	$ 8832
b. Fringe Benefits	$ 1176	$ 1152
c. Total	$ 10326	$ 9984

14. Number of Positions Being Requested 1

15. Prepared by: B. Hasselbring

BK

MODIFICATION

AGREEMENT NO. 81-37

REQUEST FOR MODIFICATION TO CONTRACT # 80-401 REQUEST DATE _____

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: UCD/Student Experimental Farm Outreach MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $593.00 ☐ Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To adjust the wage for the position authorized so that it is equivalent to the average wage of $736/month.

MODIFICATION

The Operating Budget and worksheet supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anna M Calvin

DEPUTY

$10,380
New grant total and fixed price

Signature of program operator 2-24-81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Clark FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-401

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-12-81

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 12-1-80 To 9-30-81
Program Name: Student Experimental Farm
Outreach & Extension

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						-0-			-0-
NOV.						-0-			-0-
DEC.						1,038			1,038
JAN.						1,038			1,038
FEB.						1,038			1,038
MAR.						1,038			1,038
APR.						1,038			1,038
MAY						1,038			1,038
JUNE						1,038			1,038
JULY						1,038			1,038
AUG.						1,038			1,038
SEPT.						1,038			1,038
TOTAL						10,380			10,380

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			-0-	-0-				-0-
NOV.			-0-	-0-				-0-
DEC.			736	302				1,038
JAN.			736	302				1,038
FEB.			736	302				1,038
MAR.			736	302				1,038
APR.			736	302				1,038
MAY			736	302				1,038
JUNE			736	302				1,038
JULY			736	302				1,038
AUG.			736	302				1,038
SEPT.			736	302				1,038
TOTAL			7,360	3,020				10,380

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X [signature]
Name and Title of Authorized Official

Signature

For CETA Approval Only:

[signature] 1-13-81
Fiscal Officer Date

[signature] 1-14-81
CETA Director Date

YC 106 (10-79)

Davis, CA 95616 CONTRACT # 80-401

INDIVIDUAL BUDGET **

1. Name of Agency: U.C. Davis
2. Title of Project Name: Student Exp. Farm
3. Position Title: ASSISTANT I
4. Date Submitted: 12-16-80

	5. Actual Costs	6. Federal Costs
a. Total Salary per month	$ 705	$ 705
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shift Differential Pay	$	$
d. Overtime Pay	$	$
e. Fringe Benefits		
a. Social Security ..... %	$	$
b. Medical Insurance	$ 37.00	$ 37.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
X X = ...	$ 8.00	$ 8.00
f. Mileage		
1105 miles @ .19 per mile	$ 210	$ 210
g. Other (specify)		
Life Insurance @ .10%	1.00	1.00
Non Industrial Disability @ .29%	$ 2.00	$ 2.00
Accrued Vacation @ 6.16%	$ 44.00	$ 44.00
Total Fringe Benefits Cost	$ 302	$ 302
Total Position Cost	$ 1107	$ 1107
Anticipated Salary Increases		
a. Cost of Living ($769.)		
10 % Effective Date 1 July 1981	$ 64	$ 31
% Effective Date	$	$
b. Step Increases		
% Effective Date	$	$
% Effective Date	$	$
Total Personal Cost (10 month period from December 1980 - September 30, 198)		
	$ 7242	$ 7143
Total Fringe Benefits	$ 3041	$ 3029
Grand Total	$ 10283	$ 10172

Number of Positions being requested 1

Name: BOBBIE HASSELBRING

BK

MODIFICATION

AGREEMENT NO. 81-38

REQUEST FOR MODIFICATION TO CONTRACT # 80-313 REQUEST DATE 1-10-81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Valley Oak Institute for Voter Participation, Inc./Citizen Participation/Education MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $5,283

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To modify contract for increase in wages granted to all four positions

To decrease contract as all four positions were vacant for two months

FILED
FEB 26 1981
PETER McNAMEE, Clerk
By Anna M. Galvan
DEPUTY

MODIFICATION

The attached Operating Budget and Worksheet supercede those currently in the contract.

$34,329
New grant total and fixed price

Terence Maville Feb. 23, 1981
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert Black FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-313

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-10-81

Subgrantee Name and Address:
Valley Oak Institute for Voter Participation, Inc.
433 Russell Blvd.
Davis, CA 95616

Contact Person: Terry Marcelle
Phone 758-5655
Period: From 10-1-80 To 9-30-81
Program Name: Citizen Participation/Educatio Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						~~0~~			~~0~~
DEC.						3296			3,296
JAN.						3296			3,296
FEB.						3296			3,296
MAR.						3431			3,431
APR.						3431			3,431
MAY						3431			3,431
JUNE						3537			3,537
JULY						3537			3,537
AUG.						3537			3,537
SEPT.						3537			3,537
TOTAL						34,329			34,329

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			~~0~~	~~0~~				~~0~~
DEC.			2,672	624				3,296
JAN.			2,672	624				3,296
FEB.			2,672	624				3,296
MAR.			2,804	627				3,431
APR.			2,804	627				3,431
MAY			2,804	627				3,431
JUNE			2,909	628				3,537
JULY			2,909	628				3,537
AUG.			2,909	628				3,537
SEPT.			2,909	628				3,537
TOTAL			28,064	6,265				34,329

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Terence Marelle Executive Director
Name and Title of Authorized Official

Terence Marelle
Signature

For CETA Approval Only:

Fiscal Officer — Date 1/28/81

Margaret J. Holden
CETA Director — Date 1/28/81

YC 105 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Valley Oak Institute for Voter Participation, Inc.
2. Title VI Project Name: Citizens Participation/Education Project
3. Position Title: Coordinators - Survey, High School, Handbook, and Citizenship classes
4. Date Submitted: Amended: December 9, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 667.57	$ 667.57
a. Base Salary	$ 667.57	$ 667.57
b. Additional Holiday Pay	$ 0	$ 0
c. Additional Shify Differential Pay	$ 0	$ 0
8. Overtime Pay	$ 0	$ 0
9. Fringe Benefits	$	$
a. Social Security..... %	$ 0	$ 0
b. Medical Insurance	$ 27.50	$ 27.50
c. Dental Plan	$ 0	$ 0
d. Uniform Allowance	$ 0	$ 0
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1 X - X 6.67 = ...	$ 6.67	$ 6.67
f. Mileage		
500 miles @ $.17 per mile.....	$ 85.00	$ 85.00
g. Other (specify)		
Accrued Vacation	$ 36.80	$ 36.80
none	$ 0	$ 0
10. Total Fringe Benefits Cost	$ 155.97	$ 155.97
11. Total Position Cost	$ 823.54	$ 823.54
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 3/1/81	$ 33.38	$ 33.38
% Effective Date	$	$
b. Step Increases		
5 % Effective Date 6/1/81	$ 35.05	$ 35.05
% Effective Date	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 34,086.24	$ 34,086.24
b. Fringe Benefits	$ 7,507.20	$ 7,507.20
c. Total	$ 41,593.44	$ 41,593.44

14. Number of Positions Being Requested 4.

15. Preparded By: Terry Marcelle

(YC 101

BK

MODIFICATION

AGREEMENT NO 81-20

REQUEST FOR MODIFICATION TO CONTRACT # 80-300 REQUEST DATE

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Diogenes Youth Services/Youth Needs & Services Awareness Project MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 3,082

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To adjust contract for pay raise granted by Diogenes Board of Supervisors to their CETA participants.

To decrease contract for 3 positions being vacant in October, and one position being vacant in November with two positions not being filled until 11-17-80, and one position being vacant in December.

MODIFICATION

The attached Operating Budget and worksheet supercede those currently in the contract.

FILED

FEB 26 1981

PETER MONTGOMERY, Clerk

By Anna M. Cabrera DEPUTY

$25,142
New grant total and fixed price

Signature of program operator

2-16-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert M Black FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 80-300

[ ] ORGINAL [X] REVISION NO. 001 DATE 1-10-81

Subgrantee Name and Address:
Diogenes Youth Services
P.O. Box 807
Davis, CA 95616

Contact Person: Ron Clement
Phone 756-5666
Period: From 10-1-80 To 9-30-81
Program Name: Youth Needs & Services Awareness Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						~~0~~			~~0~~
NOV.						582			582
DEC.						1307			1307
JAN.						2511			2511
FEB.						2511			2511
MAR.						2511			2511
APR.						2511			2511
MAY						2556			2556
JUNE						2601			2601
JULY						2684			2684
AUG.						2684			2684
SEPT.						2684			2684
TOTAL						25,142			25,142

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			~~0~~	~~0~~				~~0~~
NOV.			551	31				582
DEC.			1261	46				1307
JAN.			2000	511				2511
FEB.			2000	511				2511
MAR.			2000	511				2511
APR.			2000	511				2511
MAY			2045	511				2556
JUNE			2090	511				2601
JULY			2170	514				2684
AUG.			2170	514				2684
SEPT.			2170	514				2684
TOTAL			20,457	4,685				25,142

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Ronald W. Clement E.D.
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1/28/81

Margaret L. Nelson
CETA Director — Date 1/28/81

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Diogenes Youth Services, Yolo Crisis Center
2. Title VI Project Name: Youth Needs and Services Awareness Project Augmentation
3. Position Title: Clerk/Typist
4. Date Submitted: December 19, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 650.00	$ 650.00
a. Base Salary	$ 650.00	$ 650.00
b. Additional Holiday Pay	$ 0	$ 0
c. Additional Shify Differential Pay	$ 0	$ 0
8. Overtime Pay	$ 0	$ 0
9. Fringe Benefits	$ 0	$ 0
a. Social Security..... ____ %	$ 0	$ 0
b. Medical Insurance	$ 80.00	$ 80.00
c. Dental Plan	$ 0	$ 0
d. Uniform Allowance	$ 0	$ 0
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
.45 X N/A X 650/100 = ...	$ 2.93	$ 2.93
f. Mileage		
40 miles @ 0.20 per mile.....	$ 8.00	$ 8.00
g. Other (specify)		
_____	$ 0	$ 0
Vacation Leave (10 hrs/month)	$ 40.50	$ 40.50
10. Total Fringe Benefits Cost	$ 131.43	$ 131.43
11. Total Position Cost	$ 781.43	$ 781.43
12. Anticipated Salary Increases		
a. Cost of Living		
4 % Effective Date 7/1/81	$ 26.00	$ 26.00
____ % Effective Date ____	$ 0	$ 0
b. Step Increases		
$30.00 % Effective Date 5/16/81	$ 30.00	$ 30.00
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8013.00	$ 8013.00
b. Fringe Benefits	$ 1577.16	$ 1577.16
c. Total	$ 9590.16	$ 9590.16

14. Number of Positions Being Requested 1.

15. Preparded By: Ronald W. Clement

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Diognes Youth Services Yolo Crisis Center
2. Title VI Project Name: Youth Needs and Services Awareness Project
3. Position Title: Youth Worker I
4. Date Submitted: December 19, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$675.00	$ 675.00
a. Base Salary	$675.00	$ 675.00
b. Additional Holiday Pay	$ 0	$ 0
c. Additional Shify Differential Pay	$ 0	$ 0
8. Overtime Pay	$ 0	$ 0
9. Fringe Benefits	$ 0	$ 0
a. Social Security..... 0 %	$ 0	$ 0
b. Medical Insurance	$ 80.00	$ 80.00
c. Dental Plan	$ 0	$ 0
d. Uniform Allowance	$ 0	$ 0
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1.08 X _____ X 675/100 = ...	$ 7.29	$ 7.29
f. Mileage		
300 miles @ .20 per mile.....	$ 60.00	$ 60.00
g. Other (specify)		
Vacation Leave (10 hrs/mo.)	$ 0	$ 0
	$ 42.23	$ 42.23
10. Total Fringe Benefits Cost	$ 189.52	$ 189.52
11. Total Position Cost	$ 864.52	$ 864.52
12. Anticipated Salary Increases		
a. Cost of Living		
4 % Effective Date 7/1/80	$ 27.00	$ 27.00
_____ % Effective Date _____	$ 0	$ 0
b. Step Increases		
$30.00 % Effective Date 5/16/81	$ 30.00	$ 30.00
_____ % Effective Date _____	$ 0	$ 0
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$8316.00	$ 8316.00
b. Fringe Benefits	$2274.24	$ 2274.24
c. Total	$10,590.24	$10,590.24

14. Number of Positions Being Requested 2.

15. Preparded By: Ronald W. Clement

(YC 101)

BK

MODIFICATION

AGREEMENT NO. 81 - 40

REQUEST FOR MODIFICATION TO CONTRACT # 80-326 REQUEST DATE 1-12-81

CETA TITLE: IID CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Rural Research Access Project MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $1,758 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase the monthly salary for the two positions authorized as both participants have assumed additional responsibilities.

FILED

MAR 17 1981

PETER McNAMEE, Clerk
By Anna M. Coleman
DEPUTY

MODIFICATION

The attached Operating Budget, Worksheets, and Job Descriptions supercede those currently in the contract.

$19,548
New grant total and fixed price

Signature of program operator

3-12-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. 80-326

[ ] ORGINAL [X] REVISION NO. 002

DATE 1-12-81

Subgrantee Name and Address:
Rural Research Access Project
870 Linden Lane
Davis, CA 95616

Contact Person: Martin Barnes
Phone 753-3148
Period: From 10-1-80 To 9-30-81
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,629			1,629
NOV.						1,629			1,629
DEC.						1,629			1,629
JAN.						1,629			1,629
FEB.						1,629			1,629
MAR.						1,629			1,629
APR.						1,629			1,629
MAY						1,629			1,629
JUNE						1,629			1,629
JULY						1,629			1,629
AUG.						1,629			1,629
SEPT.						1,629			1,629
TOTAL						19,548			19,548

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,472	157				1,629
NOV.			1,472	157				1,629
DEC.			1,472	157				1,629
JAN.			1,472	157				1,629
FEB.			1,472	157				1,629
MAR.			1,472	157				1,629
APR.			1,472	157				1,629
MAY			1,472	157				1,629
JUNE			1,472	157				1,629
JULY			1,472	157				1,629
AUG.			1,472	157				1,629
SEPT.			1,472	157				1,629
TOTAL			17,664	1,884				19,548

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-28-81

CETA Director — Date 1/29/81

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Rural Research Access Project
2. Title IID Project Name: _
3. Position Title: Nursery Management Trainee
4. Date Submitted: December 19, 1980

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$ 736	$ 736
	a. Base Salary	$	$
	b. Additional Holiday Pay	$	$
	c. Additional Shify Differential Pay	$	$
8.	Overtime Pay	$	$
9.	Fringe Benefits	$	$
	a. Social Security..... 6.65 %	$ 49	$ 49
	b. Medical Insurance	$	$
	c. Dental Plan	$	$
	d. Uniform Allowance	$	$
	e. Workers' Compensation		
	Rate X Expenience Rating X (Salary ÷ 100)		
	.43% X 7.36 X _____ = ...	$ 4	$ 4
	f. Mileage		
	- miles @ _____ per mile.....	$ -	$
	g. Other (specify)		
	Vacation time	$	$
	accured	$ 24	$ 24
10.	Total Fringe Benefits Cost	$ 77	$ 77
11.	Total Position Cost	$ 813	$ 813
12.	Anticipated Salary Increases		
	a. Cost of Living		
	- % Effective Date -	$ -	$ -
	% Effective Date -	$ -	$ -
	b. Step Increases		
	% Effective Date	$ -	$ -
	% Effective Date	$ -	$ -
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$ 8832	$ 8832
	b. Fringe Benefits	$ 924	$ 924
	c. Total	$ 9756	$ 9756

14. Number of Positions Being Requested 1.

15. Preparded By: Janet Mercurio

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Rural Research Access Project
2. TitleIID Project Name: -
3. Position Title: Clerk Typist - Administrative Coordinator
4. Date Submitted: December 19, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 736	$ 736
a. Base Salary	$ 736	$ 736
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... 6.65 %	$ 49	$ 49
b. Medical Insurance	$	$
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
.83% X - X 7.36 = ...	$ 7	$ 7
f. Mileage		
- miles @ - per mile.....	$ -	$ -
g. Other (specify)		
vacation pay accured	$ 24	$ 24
	$	$
10. Total Fringe Benefits Cost	$ 80	$ 80
11. Total Position Cost	$ 816	$ 816
12. Anticipated Salary Increases		
a. Cost of Living		
- % Effective Date -	$ -	$ -
% Effective Date -	$ -	$ -
b. Step Increases		
% Effective Date	$ -	$ -
% Effective Date	$ -	$ -
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8832	$ 8832
b. Fringe Benefits	$ 960	$ 960
c. Total	$ 9792	$ 9792

14. Number of Positions Being Requested 1.

15. Preparded By: Janet Mercurio

(YC 101)

Revised Job Description

CLERK TYPIST - ADMINISTRATIVE COORDINATOR

Duties:

1) Type all business letters, forms, budgets, lists, etc., as needed by the executive director

2) File all incoming literature and business records

3) Answer telephone, mail, and personal inquiries to the principal office and resource center or refer them to the appropriate parties

4) Facilitate communications between administration, staff, and members of the organization

5) Develop the Alternatives Resources Center library and information catalogues

6) Co-ordinate community meetings, presentations, and gatherings on topics relevant to the corporation

7) Assist the executive director and board of directors on policy strategies for the corporation

8) Write and submit for board approval, grant proposals which have been approved in general form by the board

9) Prepare and present staff reports at board meetings

10) Prepare billing statements for R.R.A.P. projects and account for the funds collected

11) Maintain the administrative account and help in reviewing the project accounts

12) Prepare income tax forms for the organization with the assistance of the accounting advisor

Salary: $736 per month effective October 1, 1980

Revised Job Description

NURSERY MANAGEMENT TRAINEE--C.E.T.A. II-D

Duties: Trainee has assummed additional responsibilities beyond original duties, as follows: (1) scheduling of propagation periods, (2) detailed record-keeping of weather and plant production, (3) ordering necessary materials and supplies, (4) obtaining seedling rootstock and managing vegetative propagation, and (5) ordering seed, applying pregermination treatments and handling all aspects of seed propagation.

Salary: $736 per month, effective October 1, 1980.

BK

MODIFICATION

AGREEMENT NO. 81 - 41

REQUEST FOR MODIFICATION TO CONTRACT # 80-316 REQUEST DATE 1/17/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Battered Women's Advocacy Project MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $ 1,462.00

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To increase starting wage rate for authorized positions to equal average wage of $736/month.

To decrease contract since all 4 authorized positions were vacant during October.

MODIFICATION

The attached Operating Budget and Individual Budget pages and Job Descriptions supercede those currently in the contract.

FILED

FEB 13 1981

PETER McNAMEE, Clerk
By ANNA M. GALVAN
DEPUTY

$37,730
New grant total and fixed price

Catherine L. Penner 2-11-81
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N. Black FEB - 3 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-316

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-17-81

Subgrantee Name and Address:

Yolo County Sexual Assault Center
203 F Street
Davis, CA 95616

Contact Person: Maria Towne
Phone 758-0540
Period: From 10-1-80 To 9-30-81
Program Name: Battered Women's Advocacy Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						-0-			-0-
NOV.						3,430			3,430
DEC.						3,430			3,430
JAN.						3,430			3,430
FEB.						3,430			3,430
MAR.						3,430			3,430
APR.						3,430			3,430
MAY						3,430			3,430
JUNE						3,430			3,430
JULY						3,430			3,430
AUG.						3,430			3,430
SEPT.						3,430			3,430
TOTAL						37,730			37,730

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			-0-	-0-				-0-
NOV.			2,944	486				3,430
DEC.			2,944	486				3,430
JAN.			2,944	486				3,430
FEB.			2,944	486				3,430
MAR.			2,944	486				3,430
APR.			2,944	486				3,430
MAY			2,944	486				3,430
JUNE			2,944	486				3,430
JULY			2,944	486				3,430
AUG.			2,944	486				3,430
SEPT.			2,944	486				3,430
TOTAL			32,384	5,346				37,730

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Catherine Ransdell
Administrative Assistant
Name and Title of Authorized Official

Catherine A Ransdell
Signature

For CETA Approval Only:

Sharon Hansen — 1/28/81
Fiscal Officer — Date

Margaret J Sheldon — 1-28-81
CETA Director — Date

YC 106 (10-79)

WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Advocacy Project
3. Position Title: Shelter Advocate
4. Date Submitted: December 16, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 736	$ 736
a. Base Salary	$ 736	$ 736
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security..... ____ %	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1.08 X -0- X 7.36 = ...	$ 8	$ 8
f. Mileage		
300 miles @ $.21 per mile.....	$ 63	$ 63
g. Other (specify)		
_____	$	$
Accrued vacation - 2 weeks per year	$ 31	$ 31
10. Total Fringe Benefits Cost	$ 132	$ 132
11. Total Position Cost	$ 868	$ 868
12. Anticipated Salary Increases		
a. Cost of Living		
____ % Effective Date _____	$ -0-	$ -0-
____ % Effective Date _____	$	$
b. Step Increases		
____ % Effective Date _____	$ -0-	$ -0-
____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 26,496	$ 26,496
b. Fringe Benefits	$ 4,752	$ 4,752
c. Total	$ 31,248	$ 31,248

14. Number of Positions Being Requested 3.

15. Preparded By: Catherine Ransdell

(YC 10

WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Advocacy Project / 80-316
3. Position Title: Secretary
4. Date Submitted: December 16, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 736	$ 736
a. Base Salary	$ 736	$ 736
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security..... %	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1.08 X -0- X 7.36 = ...	$ 8	$ 8
f. Mileage		
100 miles @ $.21 per mile.....	$ 21	$ 21
g. Other (specify)		
	$	$
Accrues vacation - 2 weeks per year	$ 31	$ 31
10. Total Fringe Benefits Cost	$ 90	$ 90
11. Total Position Cost	$ 826	$ 826
12. Anticipated Salary Increases		
a. Cost of Living		
% Effective Date	$ -0-	$ -0-
% Effective Date	$	$
b. Step Increases		
% Effective Date	$ -0-	$ -0-
% Effective Date	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8,832	$ 8,832
b. Fringe Benefits	$ 1,080	$ 1,080
c. Total	$ 9,912	$ 9,912

14. Number of Positions Being Requested 1

15. Prepared By: Catherine Ransdell

(YC 10)

BATTERED WOMEN'S SHELTER HOME OF YOLO COUNTY

Job Description

Shelter Advocate

Experience and Educational Requirements

Educational background to include a minimum of a high school diploma. At least one year experience working in a related field as a paid or volunteer staff. Bilingual ability preferable.

General Description

The Shelter advocate will identify existing services in Yolo County and form a comprehensive resource network to serve the needs of battered women. Advocates will develop a written referral system to provide effective coordination of services for Shelter residents. It is the advocates responsibility to provide referral, accompaniment, and advocacy services to battered women staying in the Yolo County Shelter Home. The advocate is directly supervised by the Shelter Counselors.

Examples of Work

Works as a team member with other employees at the Shelter Home providing support for battered women during accompaniment referrals.
Develops a complete list of referral agencies.
Contacts agencies and provides them with information on the Shelter.
Compiles information on each agency to expediate use of referral agency.
Maintains record keeping on Shelter residents in conjunction with other staff.
Assists residents in setting up referral appointments.
Assists counselors in conducting house functions.
Accompanies Shelter residents to appointments.
Accompanies Shelter residents grocery shopping; advises residents on budgetary matters, shopping tips and nutrition of well balanced meals.
Accompanies Shelter residents to retain legal advisors, to D.A.'s office, during legal proceedings including all court appearances.
Provides advocacy, accompaniment and referral services to battered women who are referred to Shelter program but who for various reasons may not enter the Shelter program though are in need of advocacy, accompaniment and/or referral.

Other Requirements

...Physical condition adequate for the performance of the work.
...Willingness to participate in in-service training.
...Possess a spirit of cooperativeness and a consistant caring attitude.
...Must possess a valid California driver's license and have own vehicle for transportation as required to carry out job responsibilities.

BATTERED WOMEN'S SHELTER HOME OF YOLO COUNTY

Job Description

Shelter Secretary

Experience and Educational Requirements

Educational background to include a minimum of a high school diploma. One year experience as a secretary or completion of Manpower clerical Program. Ability to type 40 wpm. Ability to answer rotating phone line system.

General Description

The Shelter Secretary is responsible for answering incoming phone lines to the Shelter. Responsibilities also include typing correspondence, outlines, and other written materials as needed by the Project.

Examples of Work

Answering telephone, takes messages, and relays information.
Types shelter communication.
File client records and office correspondence.
Assists Shelter staff in setting up office procedures.
Types and compiles training materials as designated by Shelter staff.
Assists Shelter staff in carrying out daily activities of the Shelter Program.
Assists Agency's Secretarial staff in carrying out clerical duties related to the shelter, i.e., record keeping, some bookkeeping, answering telephone and typing shelter related materials.
Learns to use the agency's mimeograph to copy shelter material, as needed.
Learns to type accurately and/or makes neatly corrected copy; spells accurately; proof reads product before completion.
Informs shelter project Coordinator of the need for office supplies at shelter.

Other Requirements

Physical condition adequate for the performance of work.
Willingness to participate in in-service training program.

BK

MODIFICATION

AGREEMENT NO. 81 - 42

REQUEST FOR MODIFICATION TO CONTRACT # 80-315 REQUEST DATE

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Battered Women's Peer Counseling MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ ☒ Decreased by $1,128

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase starting wage rate for authorized positions to equal our average wage of $736/month.

To decrease contract as all 3 positions were vacant during October.

MODIFICATION

The attached operations budget, individual budget pages, and job descriptions supercede those currently in the contract.

FILED

FEB 13 1981

PETER McNAMEE, Clerk
By Anna M. Galvan
DEPUTY

$28,644
New grant total and fixed price

Catherine L. Brunner 2-11-81
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robin N. Clark FEB - 9 1981
Signature of authorized officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 80-315

[ ] ORGINAL [X] REVISION NO. 001

DATE January 17, 1981

Subgrantee Name and Address:

Yolo County Sexual Assault Center
203 F Street
Davis, CA 95616

Contact Person: Maria Towne

Phone 758-0540

Period: From 10/01/80 To 09/30/81

Program Name: Battered Women's Peer Counselin Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						-0-			-0-
NOV.						2,604			2,604
DEC.						2,604			2,604
JAN.						2,604			2,604
FEB.						2,604			2,604
MAR.						2,604			2,604
APR.						2,604			2,604
MAY						2,604			2,604
JUNE						2,604			2,604
JULY						2,604			2,604
AUG.						2,604			2,604
SEPT.						2,604			2,604
TOTAL						28,644			28,644

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			-0-	-0-				-0-
NOV.			2,208	396				2,604
DEC.			2,208	396				2,604
JAN.			2,208	396				2,604
FEB.			2,208	396				2,604
MAR.			2,208	396				2,604
APR.			2,208	396				2,604
MAY			2,208	396				2,604
JUNE			2,208	396				2,604
JULY			2,208	396				2,604
AUG.			2,208	396				2,604
SEPT.			2,208	396				2,604
TOTAL			24,288	4,356				28,644

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Catherine Ransdell, Administrative Assistance
Name and Title of Authorized Official

Catherine L Ransdell
Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — 1-28-81
Date

YC 105 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center
2. Title VI Project Name: Battered Women's Peer Counseling Project / 80-315
3. Position Title: Peer Counselor
4. Date Submitted: December 16, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 736	$ 736
a. Base Salary	$ 736	$ 736
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security....._____%	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1.08 X -0- X 7.36 = ...	$ 8	$ 8
f. Mileage		
300 miles @ $.21 per mile.....	$ 63	$ 63
g. Other (specify)		
_____	$	$
Accrued vacation-2 weeks per year	$ 31	$ 31
10. Total Fringe Benefits Cost	$ 132	$ 132
11. Total Position Cost	$ 868	$ 868
12. Anticipated Salary Increases		
a. Cost of Living		
_____% Effective Date _____	$ -0-	$ -0-
_____% Effective Date _____	$	$
b. Step Increases		
_____% Effective Date _____	$ -0-	$ -0-
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 17,664.	$ 17,664.
b. Fringe Benefits	$ 3,168	$ 3,168
c. Total	$ 20,832	$ 20,832

14. Number of Positions Being Requested 2.

15. Preparded By: Catherine Ransdell

(YC 101)

WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Peer Counseling Project / 80-315
3. Position Title: Community Worker
4. Date Submitted: December 16, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 736	$ 736
a. Base Salary	$ 736	$ 736
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security....._____%	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
1.08 X -0- X 7.36 = ...	$ 8	$ 8
f. Mileage		
300 miles @ $.21 per mile.....	$ 63	$ 63
g. Other (specify)		
	$	$
Accrues vacation - 2 weeks per year	$ 31	$ 31
10. Total Fringe Benefits Cost	$ 132	$ 132
11. Total Position Cost	$ 868	$ 868
12. Anticipated Salary Increases		
a. Cost of Living		
_____% Effective Date _____	$	$ -0-
_____% Effective Date _____	$	$ -0-
b. Step Increases		
_____% Effective Date _____	$	$ -0-
_____% Effective Date _____	$	$ -0-
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8,832	$ 8,832
b. Fringe Benefits	$ 1,584	$ 1,584
c. Total	$10,416	$10,416

14. Number of Positions Being Requested 1.

15. Preparded By: Catherine Ransdell

(YC 1

B[illegible]ERED WOMEN'S SHELTER HOME OF Y[illegible] COUNTY

Job Description

Peer Counselor

Educational Experience

High school diploma, counseling experience as a volunteer or paid counselor preferable. Bilingual preferable.

General Description

Assists in recruiting and training volunteers in developing and sponsoring a peer counseling network for battered women and batterers under the supervision of Shelter staff. Assists in coordinating the schedule of client-volunteer appointments. Provides supportive counseling for Shelter residents. Maintains a record keeping system on training programs, number of participants in the program, dates, time and location of the counseling meetings.

Examples of Work

Prepares a training manual of counseling techniques necessary for volunteer counselors training with battered women and batterers.
Provides supportive peer counseling for Shelter residents.
Provides individual counseling with batterers to facilitate entry into the peer group counseling network.
Conducts battered women peer groups in the Shelter facility under the supervision of the Shelter Counselors.
Conducts battered women or batterers peer groups on a weekly basis at sites throughout the County established by the outreach worker.
Assists in the recruiting and training of volunteers in developing and sponsoring the support network for battered women and batterers.
Compiles a list of volunteers willing to participate in the volunteer peer group network.
Prepares a training manual of counseling techniques most beneficial and applicable for volunteer counselor training with battered women and batterers.
Records systematically resident participation in the peer group network.
Records aftercare/follow-up participation of Shelter residents in the peer group network.
Assists the Shelter staff in providing services to battered women and batterers through the Shelter program and their project.
Assists the Shelter staff in implementing the goals and objectives of the peer counseling project.
Researches and prepares information and educational presentations on the dynamics of battering and related issues to be utilized in both peer groups.
Provides accompaniment, advocacy and referral services for battered women and batterers as necessary to carry out the peer counseling program.
Assists the community worker in developing a brochure describing the services available for batterers.
Works cooperatively with the Yolo County Probation Diversion Program in expediting a diversion program for batterers; provides the diversion program with regular attendance records; completes forms as necessary to release pertinent information only about the batterers involvement in the batterers program.

Other Requirements

Physical condition adequate for the performance of the work.
Willingness to participate in in-service training.
Possess a spirit of cooperativeness and a consistant caring attitude.
Must possess a valid California driver's license and have own vehicle for transportation as required to carry out job responsibilities.

BATTERED WOMEN'S SHELTER HOME OF YOLO COUNTY

Job Description

Outreach Worker

Experience and Educational Requirements

Educational background to include a minimum of a high school diploma. At least one year experience working in a community outreach or a related field as a paid or volunteer staff preferable bilingual ability.

General Description

Under the suprevision of the shelter staff, assists in publicizing the counseling services of the Battered Women's Center peer counseling program; assists in developing and maintaining a record keeping system on outreach efforts; submits articles and announcements to newspapers, TV, and radio stations; makes and disburses posters and pamphlets in developing methods of reaching people who do not normally benefit from television, radio, newspaper announcements and newspaper articles. Assists in the development of peer counseling network for battered women and a peer counseling network for batterers. Assists the Shelter Coordinator in development of a diversion program for batterers with the Probation Department.

Examples of Work

Writes P.S.A.'s, newspaper articles.
Develops, writes, and distributes brochures.
Compiles statistical information about outreach work and keeps records.
Arranges meeting places for peer counseling networks.
Networks any other community agencies providing peer counseling services to battered women and batterers.
Public speaking to community groups, agencies, and other interested parties.
Coordinates development of peer counseling networks with the Shelter staff.
Assists the Shelter staff in providing services county-wide for battered women and batterers through the Shelter program and this program.
Researches available resources and prepares written outlines of information on the dynamics of battering and services available for battered women and batterers in the county for presentations to community groups.
Must be prepared to individually counsel battered women and batterers to motivate them to participate in referrals, on services offered; provides motivation and direction.
Provides accompaniment, advocacy and referral services for battered women and batterers as necessary to carry out the peer counseling program.

Other Requirements

Physical condition adequate for the performance of the work.
Willingness to participate in in-service training.
Possess a spirit of cooperativeness and consistant caring attitude.
Must possess a valid California driver's license and have own vehicle for transportation as required to carry out job responsibilities.

BK

MODIFICATION

AGREEMENT NO. 81-43

REQUEST FOR MODIFICATION TO CONTRACT # 80-323 REQUEST DATE 1-17-81

CETA TITLE: IID CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Economic Opportunity Commission of Yolo County MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $4,060 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To reclassify the authorized position effective 1-1-81.

FILED
FEB 26 1981
[illegible] Clerk
By Anna M Calvin
DEPUTY

MODIFICATION

The attached Operating Budget, Individual Budget pages, and Job Description supercede those currently in the contract.

$29,044
New grant total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of authorized officer FEB - 3 1981 Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-17-81

Subgrantee Name and Address:
Economic Opportunity Commission of Yolo County
442 College Street
Woodland, CA 95695

Contact Person: Audrey Smith
Phone 666-0981
Period: From 10-1-80 To 9-30-81
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,839			1,839
NOV.						1,844			1,844
DEC.						2,168			2,168
JAN.						2,507			2,507
FEB.						2,507			2,507
MAR.						2,507			2,507
APR.						2,612			2,612
MAY						2,612			2,612
JUNE						2,612			2,612
JULY						2,612			2,612
AUG.						2,612			2,612
SEPT.						2,612			2,612
TOTAL						29,044			29,044

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,707	132				1,839
NOV.			1,707	137				1,844
DEC.			2,013	155				2,168
JAN.			2,100	407				2,507
FEB.			2,100	407				2,507
MAR.			2,100	407				2,507
APR.			2,205	407				2,612
MAY			2,205	407				2,612
JUNE			2,205	407				2,612
JULY			2,205	407				2,612
AUG.			2,205	407				2,612
SEPT.			2,205	407				2,612
TOTAL			24,957	4,087				29,044

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 1-22-81

CETA Director — Date 1/28/81

YC 105 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Economic Opportuinty Commission of Yolo County, Inc.
2. Title VI Project Name: Title II-D
3. Position Title: Cannery Worker
4. Date Submitted: 12/19/80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 700.00	$ 700.00
a. Base Salary	$ 700.00	$ 700.00
b. Additional Holiday Pay	$ -0-	$
c. Additional Shify Differential Pay	$ -0-	$
8. Overtime Pay	$ -0-	$
9. Fringe Benefits	$	$
a. Social Security..... 6.13 %	$ 42.91	$ 42.91
b. Medical Insurance	$ 56.95	$ 56.95
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X _____ X _____ = ...	$ 35.14	$ 35.14
f. Mileage		
_____ miles @ _____ per mile.....	$ -0-	$ -0-
g. Other (specify)		
Unused Vacation	$ 22.00	$ 22.00
_____	$	$
10. Total Fringe Benefits Cost	$ 157.00	$ 157.00
11. Total Position Cost	$ 857.00	$ 857.00
12. Anticipated Salary Increases		
a. ~~Cost of Living~~		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$ 35.00	$ 35.00
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8575	$ 8575
b. Fringe Benefits	$ 1904	$ 1904
c. Total	$ 10,479	$ 10,479

14. Number of Positions Being Requested 1.

15. Preparded By: Lelani Torres

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Economic Opportunity Commission of Yolo County, Inc.
2. Title VI Project Name: Title II-D
3. Position Title: Clerk/typist
4. Date Submitted: 12/19/80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 700.00	$ 700.00
a. Base Salary	$ 700.00	$ 700.00
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security..... 6.13 %	$ 42.91	$ 42.91
b. Medical Insurance	$ 56.95	$ 56.95
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
.43 X _____ X _____ = ...	$ 3.01	$ 3.01
f. Mileage		
_____ miles @ _____ per mile.....	$ -0-	$ -0-
g. Other (specify)		
Unused Vacation	$ 22.00	$ 22.00
_____	$	$
10. Total Fringe Benefits Cost	$ 124.87	$ 124.87
11. Total Position Cost	$ 824.87	$ 824.87
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$ 35.00	$ 35.00
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8575	$ 8575
b. Fringe Benefits	$ 1510	$ 1510
c. Total	$ 10,085	$ 10,085

14. Number of Positions Being Requested 2.

15. Prepared By: Leilani E. Torres

ECONOMIC OPPORTUNITY COMMISSION
OF YOLO COUNTY, INC.

Audrey L. Smith
Executive Director

442 COLLEGE STREET
WOODLAND, CALIFORNIA 95695
(916) 666-0981 441-6226

Advocacy
Affirmative Action
Central Administration
Community Cannery
Energy Conservation
Fiscal
Head Start
Home Repair
Program Planning
Senior Nutrition
Special Services
WIC

JOB DESCRIPTION

POSITION TITLE: Cannery Worker

REPORTS TO: Program Manager

DIRECTLY SUPERVISES:

EFFECTIVE DATE:

POSITION SUMMARY:

This is a position requiring a good knowledge of and recent practical work experience in food processing technology, including the washing, peeling, coring, cutting, blanching, and other preparatory procedures. It also requires the ability to maintain premises in an orderly and sanitary condition, and perform as a substitute retort operator.

POSITION DUTIES AND RESPONSIBLILTIES:

1. Assist cannery users in proper preparation of food by showing them how to use the equipment and where and how to handle the food.

2. Provide cannery users with needed glassware and lids and with other in-stock canning ingredient and record all these so proper charges can be made.

3. Keep all canning equipment and food preparation equipment and utensils clean and sanitary at all times.

4. Make certain that all raw foods meet full requirements as to purity, wholesomeness, cleanliness and suitability for canning purposes.

5. Maintain retort equipment in top operating condition and operate it in accordance with state laws and regulations.

6. Keep canning premises orderly, clean and sanitary.

ECONOMIC OPPORTUNITY COMMISSION
OF YOLO COUNTY, INC.

Audrey L. Smith
Executive Director

442 COLLEGE STREET
WOODLAND, CALIFORNIA 95695
(916) 666-0981 441-6226

Advocacy
Affirmative Action
Central Administration
Community Cannery
Energy Conservation
Fiscal
Head Start
Home Repair
Program Planning
Senior Nutrition
Special Services
WIC

JOB DESCRIPTION

POSITION TITLE: Clerk/Typist

REPORTS TO: Program Manager

DIRECTLY SUPERVISES: No one

FILING DEADLINE:

POSITION SUMMARY:

This is a position responsible for performing a wide variety of difficult but routine and repetive clerical tasks performed according to specific instructions and procedures, under general supervision.

POSITION DUTIES AND RESPONSIBILITIES:

1. Screen incoming correspondence and refer it to appropiate staff persons for action and reply.

2. Maintain files of all department correspondence and information material.

3. Maintain office supplies, inventory, and issue requisitions for office supplies.

4. Type letters and memoranda issued by the department; type reports and maintain files on them relative to the work of the department.

5. Makes copies of all documents for all office sections, operates a variety of office duplicating, mimeograph and copying machines.

6. Performs other secretarial and clerical duties as may be assigned at various times by the Head Start Director.

POSITION QUALIFICATIONS:

1. Ability to meet and to deal pleasantly and effectively with the public.

2. Ability to learn a variety of clerical duties and ability to

FILED

FEB 17 1981

PETER McNAMEE, Clerk
By Lute E. Lucas
DEPUTY

AGREEMENT NO. 81-44

(Lease of Real Property)

THIS LEASE, made and entered into this 10th day of February, 1981, by and between KENTUCKY VILLAGE, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA, hereinafter called TENANT.

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

The building and surrounding land area located wholly within Yolo County Assessor's Parcel 5-705-3 located in Woodland California at the southwest corner of the intersection of College Street and Kentucky Avenue. An area comprising of approximately 7,000 square feet of building space together with related parking space comprise a total of 25,000 square feet. Said area being more commonly known as 470 Kentucky Avenue and 373 North College Street.

2. TERM.

a. Duration. The term of this lease shall be for a period of three years, hereinafter referred to as "original term".

b. Commencement. The term shall commence on July 1, 1981 and shall terminate on June 30, 1984.

3. ADJUSTMENTS TO MONTHLY RENTAL. The monthly rent shall be adjusted annually during the initial and extended terms of this lease commencing with the July payment each year according to the following schedule:

TERM	MONTHLY RENTAL
July 1, 1981 - June 30, 1982	$1,540
July 1, 1982 - June 30, 1983	$1,694
July 1, 1983 - June 30, 1984	$1,863

4. UTILITIES. TENANT shall pay all charges for utilities.

LANDLORD upon demand, accompanied by proof of payment, the amount of which the real property taxes upon TENANT's area exceed those for the 1980-81 fiscal year as determined by Section 7.b.

b. Real Property Taxes Upon Lease Area. Real property taxes on the leased area shall be those taxes that may be determined to have been levied on that portion of the Assessor's Parcel comprising the leased structure and the total land area of approximately 25,000 square feet used and occupied by TENANT, in accordance with the description of this lease.

8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any acts, omission, or negligence of TENANT, or its contractors, licensees, agents, servants or employees, arising from any accident, injury, in, on, or about the premises or any part of them.

9. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of two (2) years from and after the expiration of the original term subject to negotiation of rent and other necessary lease conditions.

b. Exercise of Option. The option granted herein must be exercised by TENANT in writing to LANDLORD by written notice of exercise of option not less than one hundred twenty (120) days prior to the expiration of the original term.

10. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed as both a covenant and a condition.

11. BINDING ON SUCCESSORS. The term and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators,

5. DAMAGE OR DESTRUCTION.

a. Total destruction. In case the improvements located on the premises shall be totally destroyed, this lease shall terminate.

b. Partial destruction. In the event of a partial destruction of said premises during said term, from any cause, LANDLORD shall forthwith repair the same, provided such repairs can be made within ninety (90) working days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in nowise annul or void this lease, except that TENANT's rent shall be proportionately abated should such construction or reconstruction be for a period in excess of ninety (90) working days. If such repairs cannot be made in ninety (90) working days, then either party may, at its option, terminate the lease. This election so to terminate the lease must be made by notice in writing, given no later than fifteen (15) days after LANDLORD's notice to TENANT that repairs cannot be made within ninety (90) working days.

6. REPAIRS, WASTE AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the structure and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted, but TENANT shall be responsible for replacement of all windows on premises, should any be broken. TENANT shall maintain parking area.

b. Waste and Alteration. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisances, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof, without the written consent of LANDLORD first had and obtained, provided, however, that any fixed improvements by TENANT shall remain with the property upon termination of this lease.

7. TAXES.

a. Increases. Beginning with the fiscal year 1981-82 and each succeeding year thereafter, subject to the term of the lease, TENANT shall pay to

successors and assigns of LANDLORD and TENANT.

12. TENANT shall not assign lease or interest therein without written consent of LANDLORD.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD: KENTUCKY VILLAGE

BY Frank E. Heard

BY Clifton M. Lewis

TENANT: COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk

BY Peter E. Lucas (deputy)

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Wm D. Kott
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Peter E. Lucas
Deputy

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. 81-45

STATE AGENCY
DEPT. OF GEN. SE
CONTROLLER

THIS AGREEMENT, made and entered into this 10th day of October, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health Services	80-63858 A-1

hereafter called the State, and

County of Yolo (East Yolo Health Services Center)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

In that certain agreement between this Department and County of Yolo (East Yolo Health Services Center) dated July 1, 1980 and exempt from approval by the Department of General Services:

1. Line 3, of paragraph 1,c, page 2, is amended by substituting the figure "$150" in place of "$130".
   Line 4 of paragraph 1, c, page 2, is amended by substituting the figure "$150" in place of "$130".
   Paragraph 3 on page 2 is amended to read as follows:

   "3. The total amount payable by the State to the Contractor under this contract shall not exceed $ 8,150".

FILED
DEC - 2 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Linda M. Collins
DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo (East Yolo Health Services Center)
BY (AUTHORIZED SIGNATURE): Ron Klusman	BY (AUTHORIZED SIGNATURE): Robert N Black
TITLE: Ron Klusman, Chief, Contract Management Section, for Deputy Director	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
	ADDRESS: 550 C Street (SEE BACK) Broderick, CA 95605

APPROVED AS TO FORM
COUNTY COUNSEL
By Michael W Hall

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

MAR 18 1981

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$	Local Assistance		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	292 (i)	510	1980	1980-81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$ 1,150	OE & E			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	5103		
$	7320	~~7105~~	B 10101	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Elaine Dalmas — DATE: 3-5-81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

County of Yolo (East Yolo

. Health Services Center)

80-63858 A-1

The following paragraphs have been added:

"14. Contractor agrees to abide by changes in the Program Standards for Family Planning Services, Female and Male Sterilization Services, Infertility Services and Pregnancy Testing Services and Policies. Contractor also agrees to abide by changes in the Schedule of Maximum Allowances for Family Planning and Infertility Services.

Contractor will be notified of any such changes by means of numbered "Family Planning Letters" issued by the Chief, Office of Family Planning, Department of Health Services."

2. All other terms and provisions of said contract shall remain in full force and effect.

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

FEB 19 1981

PETER McNAMEE, Clerk

By

AGREEMENT NO. 81-46

THIS AGREEMENT, made and entered into this 10th day of February, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Stephen Belton, M.D., hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY furnishes medical care and treatment requiring the providing of services by State of California Licensed Physician to various persons, hereinafter referred to as PATIENTS, through its Health Services Agency, Department of Public Health, hereinafter called PUBLIC HEALTH.
2. PUBLIC HEALTH does not employ a Clinic Physician.
3. PROVIDER represents he is licensed by the State of California as a Physician and Surgeon, is duly qualified to practice medicine with emphasis in family practice medicine, and has no limitations, suspensions, or restrictions placed on said license or his providing of medical services by the State of California Board of Medical Quality Assurance or Board of Pharmacy.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of family practice clinical medicine services under the terms and conditions setforth in this agreement.

AGREEMENTS:

COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:
   a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, the Action Plan,

attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Federal and State statutes and regulations governing the practice of medicine, incorporated herein by reference thereto as if fully setout, engage in family practice medicine, the beneficiaries of which practice will be PUBLIC HEALTH PATIENTS scheduled for services by PUBLIC HEALTH at the facility or facilities designated by PUBLIC HEALTH.

b. Prepare, subject to the review and approval of AGENCY'S Director of Public Health, a ~~full~~ SAS set of standardized procedures in accordance with the California Nursing Practice Act, Chapter 6, Article 2, Section 2725(a) of the Business and Professions Code.

2. PUBLIC HEALTH'S SERVICE OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. To provide and maintain facilities, equipment, and staff necessary to practice medicine in accordance with the terms and conditions of this agreement.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with PUBLIC HEALTH'S Director.

b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely

liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

a. COUNTY agrees to defend, indemnify and hold PROVIDER harmless from any and all claims, liability or loss arising from PROVIDER'S performance under this agreement, except where the claim, liability or loss arises from allegedly intentional or reckless conduct.

b. COUNTY shall purchase and maintain for the duration of this agreement, PROVIDER'S malpractice insurance in the amount of at least $1,000,000/$1,000,000.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationship of parties pursuant to this Agreement. Said Working Protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement as long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of PUBLIC HEALTH and PROVIDER. Said Working Protocols shall include, as a minimum, provisions with respect to the level of PROVIDER'S involvement in the supervision of PUBLIC HEALTH staff; requiring PROVIDER to cooperate with administrative requirements, including, but not limited to, completion of encounter forms and medical records, and completion of insurance forms, specifying PROVIDER'S referral responsibilities with respect to other County staff; requiring PROVIDER to participate in peer review; and specifying how PROVIDER facility assignment and time off will be arranged.

8. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by

reference thereto is PROVIDER'S Action Plan for providing the services which are subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this Agreement, so long as said modification not vary the provisions specifically setout herein and advance written notice thereof is given PUBLIC HEALTH. Said Action Plan shall include, as a minimum, provisions that PROVIDER is responsible for the quality of medical care at the clinic to which he is assigned; will conduct his practice in strict accordance with currently accepted methods and practices of PROVIDER'S profession; and will not discriminate in the providing of medical services on the basis of race, color, creed, sex, religion, national origin, financial circumstance, marital status, or handicap.

9. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the terms of this Agreement shall be a sum not to exceed FORTY-SIX THOUSAND DOLLARS ($46,000).

b. Payment of 1/12 of $44,900 shall be made by COUNTY to PROVIDER monthly and an additional payment of TWENTY-FIVE DOLLARS ($25.00) per hour worked to produced standardized procedures upon approval of the procedure(s) by AGENCY'S Director of Public Health upon submission of a claim in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceeding month. Claim will be adjusted proportionately downward by PUBLIC HEALTH to reflect any PATIENT not scheduled by PUBLIC HEALTH. Claim must be countersigned and approved by the DIRECTOR of PUBLIC HEALTH prior to payment.

c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the

PROVIDER'S performance as consistent with this agreement.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

10. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This Agreement shall commence on February 10, 1981, and terminate on June 30, 1981, unless as otherwise provided herein.

b. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intent.

c. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement

as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Peter McNamee, Clerk

BY Pete E. Lucas
Deputy

S Stephen Belton M.D.
Stephen Belton, M.D.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Pete E. Lucas
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS - Stephen Belton, M.D.

Will have regular conferences with the Director of Public Health concerning any problems or needed adjustments related to Clinic affairs; will maintain a professional relationship of high standard with all clinic associates; will cooperate with administrative requirements, including, but not limited to, completion of encounter forms and medical records, and completion of insurance forms; will refer to other County staff in accordance with the principles and practices of medicine; will participate in PEER review; will observe clinic hours from 8:15 a.m. to 5:00 p.m. except for four hours each week for out of clinic education, during which time para-professional coverage is provided and telephone contact is maintained; and will arrange for substitute physician coverage during vaction (13 working day per year), sick leave (6 days per year). Time off and replacements will be approved by the Director of Public Health; payment to replacements will be made by County at a rate not to exceed $25.00 per hour.

S Belton

EXHIBIT "B"

ACTION PLAN

- Directs the on-site medical care aspects of the Salud Clinic.
- Responsible for maintaining medical care quality in the clinic in accordance with accepted medical practice standards.
- Works cooperatively with East Yolo Health Services Administration, Director of Public Health Nursing, public health nurses and health educator.
- Supervises medical-clinical activities of Clinic Nurse, F.N.P., P.A.
- Complies with State and Federal laws or regulations governing the practice of medicine.
- Contributes input to the EYHSC operations team.
- Cooperatively develops and monitors medical quality standards, guidelines and protocols.
- Evaluate medical care quality of all clinical workers.
- Assists with routine medical audits.
- Assists in training and professional education of clinic staff and other Health Services Center staff.
- Meets regularly with Salud Advisory Committee.
- Provide an equal level of services to all who present themselves as patients regardless of their circumstances regarding race, color, creed, sex, religion, national origin, financial status, marital status, or any handicap.

S Britton

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA

AGREEMENT NO. 81-47

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of October, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Contract Management Sect.	Department of Health Services	80-69412

hereafter called the State, and

YOLO COUNTY

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Attachments hereto incorporated by reference and made a part hereof. Amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

1. The period of this Contract shall be from 10/1/80 through 6/30/81.
2. The total amount payable by the State to the Contractor under this contract shall not exceed $4,500.
3. This contract may be cancelled by either party upon 30 days written notice to the other party.
4. The attached exhibit "A(S)" entitled "Additional Provisions" consisting of Seven pages is made a part hereof by this reference.
5. The attached exhibit "B" entitled "DDPP Line Item Budget" consisting of one page is made a part hereof by this reference.
6. The attached addendum entitled "Fair Employment Practices Addendum" consisting of one page is made a part hereof by this reference.

FILED

MAR 25 1981

PETER McNAMEE, Clerk
By Anna M Calvin
DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY NAME: Department Of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORP., PARTNERSHIP, ETC.): YOLO COUNTY (Health Dept.)
BY (AUTHORIZED SIGNATURE): For Kassman	BY (AUTHORIZED SIGNATURE): Robert N Black
PRINTED NAME AND TITLE: Chief, Contract Management Section	PRINTED NAME AND TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
ADDRESS: 1600 9th Street, Room 460, Sacramento, CA 95814	ADDRESS: 10 Cottonwood Street, Woodland, CA 95695 (Se Brick)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Linda A. Wells
DEPUTY COUNTY COUNSEL

Department of General Services Use ONLY

This Contract Is Exempt From Department Of General Services Approval Per SAM 1206

MAR 12 1981

AMOUNT ENCUMBERED	APPROPRIATION			
$ 4,500.00	Support		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	284(b)	510	1980	80-81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	Consultant and Professional Services			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	7256-3510-A20201			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Wayne Walker — DATE: 3/3/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: For Kassman — DATE: 3/12/81

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Deputy

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

Deputy Clerk
of the Board of Supervisors

7. The contractor shall:

   A. Provide an on-going, school-based, Dental Disease Prevention Program to at least 1500 students.

   B. Provide on-going, supervised, brushing and flossing in the classroomto at least 1500 students. Teachers are to be encouraged to implement daily brushing and flossing as classroom activities throughout the school year.

   C. Provide weekly supervised topical application of 0.2% Nuetral Sodium Fluoride solution to at least 1500 school children.

   D. Provide each classroom enrolled in the program with approximately three hours of dental health instruction per year by a health professional with dental health experience. The instruction shall include but not be limited to the causes, processes and prevention of dental disease, plaque control instruction, nutritional aspects of dental disease, the use of fluorides, oral safety and the need for regular dental care. The three hours of instruction shall be performed in a minumum of three instructional visits and two reinforcement visits. Dental screenings will not be counted toward the minimum instructional time. Volunteers health professionals may be used for classroom instruction, however, only one visit per classroom will be counted toward the minimum instruction time.

   E. Provide educators and students with educational materials, toothbrushes, floss, and fluoride rinses supplies needed to carry out the program.

   F. Provide all educational personnel involved in the program a minimum of four hours of dental health instruction and information necessary to carry out the program. Teachers should be encouraged to integrate on-going dental health activities with their normal health units and other subjects where possible.

   G. Submit to the Department of Health Services monthly or quarterly invoices and quarterly activity reports and a final comprehensive report by June 30,1981, specifying the accomplishments of the project according to the format and guidelines established by the Department of Health Services.

   H. Provide technical assistance and consultation to other Dental Disease Prevention Programs as requested by the department, but only to the extent that funds are herein provided.

8. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in triplicate stating the time period covered and stating the contract number, for actual expenditures in accordance with the budget attached hereto and shown as Exhibit "B" to: Department of Health Services, Dental Health Section, 2131 Capitol Avenue, Suite 105, Sacramento, CA 95816. The contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed $2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line items to be reduced in order to increase the excess items and provided that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximun amount payable under this agreement exceed the maximum amount specified in paragraph 2 of this agreement. It is further understood that in no event shall the maximum amount payable under this agreement exceed $3.00 per child who is participating in all of the components of the program given in Paragraph 7 except those children whose parents do not give permission for the flouride rinse portion of the program.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

DENTAL DISEASE PREVENTION PROGRAM
Line Item Budget for FY 1980-1981

Exhibit "B"

CONTRACTOR: YOLO COUNTY

Number: 80-[illegible]

A. Personal Services (include rate x time)	$ Amount
1. R.D.H. Coordinator/Educ.	2,100.00
2.	
3.	
4.	
5. Benefits @ 6.13 %	129.00
B. General Expenses	231.00
C. Expendable Supplies	300.00
D. Printing	100.00
E. Communications	740.00
F. Travel & Per Diem	900.00
G. Equipment	ø
H. Contractual Services (specify)	ø
1.	
2.	
3.	
I. Data Processing	ø
J. Rent & Utilities	ø
K. Other (specify)	
TOTAL	4,500.00

AGREEMENT NO. 81-48

THIS AGREEMENT, Dated for convenience this 10th day of February 1981, in the State of California, by and among the CITY OF WOODLAND, A Municipal Corporation (hereinafter referred to as CITY) and the COUNTY OF YOLO, a Political Subdivision (hereinafter referred to as COUNTY), and WESTEC SERVICES, INC., a Corporation (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

RECITALS:

1. CITY and COUNTY desire to obtain and Environmental Impact Report upon the proposed expansion of the Yolo County Administration Complex, and desire the special services of persons specially trained, experienced, expert and competent to prepare such an energy section.

2. CONTRACTOR has submitted a proposal entitled 'Proposal to Prepare and Environmental Impact Report for the expansion of Yolo County Administration Complex', Dated December, 1980, (hereinafter referred to as PROPOSAL) which is incorporated by reference as if set forth at length herein.

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3. In reliance on the PROPOSAL and the representations made therein, including those as to the suitability of CONTRACTOR to prepare an Environmental Impact Report, CONTRACTOR'S understanding of the project requirements, the unique qualifications of the proposed project team, CONTRACTOR'S technical approach, CONTRACTOR'S proposed organization and management for the project, and related corporate experience including the part set forth in Section 4 of PROPOSAL and the resumes attached thereto, CITY and COUNTY desire to obtain CONTRACTOR'S special expert services for development of Environmental Impact Report; and CONTRACTOR desires to provide such expert services.

AGREEMENTS:

1. Work. CONTRACTOR, for and in consideration of the covenents, conditions, and stipulations set forth in this AGREEMENT does hereby agree to furnish to CITY and COUNTY the certain services and materials described in PROPOSAL, including but not limited to, the following:

A. CONTRACTOR shall perform the work set forth in the PROPOSAL, in accordance with the introduction set forth in Section 1 of PROPOSAL and the TECHNICAL APPROACH set forth in Section 2 of the PROPOSAL;

B. CONTRACTOR shall do so in accordance with the project schedule set forth in Section 2.2 of PROPOSAL; however, WESTEC shall perform the services based upon timely submission of project information furnished to it by CITY and COUNTY and WESTEC shall be entitled to rely upon such information. Significant changes or variations of the information furnished shall constitute a change and will be incorporated into this AGREEMENT in accordance with Clause 5, 'Changes'.

C. CONTRACTOR shall provide the deliverables and meeting attendances proposed in Section 2.2 of PROPOSAL.

D. Subject to the provisions of Section 4 of this AGREEMENT, CONTRACTOR shall provide project organization and management as set forth in Section 3 of PROPOSAL.

E. CONTRACTOR shall allocate the project budget among major tasks and expense categories as set forth in Section 5 of PROPOSAL.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this AGREEMENT all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this AGREEMENT.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this AGREEMENT in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to CITY and COUNTY pursuant to this AGREEMENT shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this AGREEMENT. In the event that COUNTY in its sole discretion, at any time during the term of this AGREEMENT, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this AGREEMENT, CONTRACTOR shall remove any such person immediately upon receiving notice from both CITY and COUNTY of the desire of CITY and COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this AGREEMENT or any portion thereof may be assigned or subcontracted by CONTRACTOR excluding those subcontractors quoted in the proposal, without the express written consent of CITY and COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this AGREEMENT without the express written consent of CITY and COUNTY shall be null and void and shall constitute a breach of this AGREEMENT. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this AGREEMENT in any such subcontract or

assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless CITY and COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this AGREEMENT.

7. TERMINATION. The CITY and COUNTY shall have the right to terminate this AGREEMENT at their sole joint discretion at any time upon seven (7) days written notice to CONTRACTOR. CITY and COUNTY shall also have the right jointly to terminate this AGREEMENT immediately for failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination CITY and COUNTY may proceed with the work in any manner deemed proper by the CITY and COUNTY. The cost to the CITY and COUNTY shall be deducted from any sum due to the CONTRACTOR under this AGREEMENT, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this AGREEMENT, including working papers in any way associated with the performance of this AGREEMENT and shall make such records available for inspection by authorized representatives of CITY and COUNTY at any reasonable time during the performance of this AGREEMENT, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this AGREEMENT, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of CITY and COUNTY and that CONTRACTOR shall have

no authority, expressed or implied, to act on behalf of CITY and COUNTY or to bind CITY or COUNTY to any obligation whatsoever.

10. TIME. Time is of the essence of this AGREEMENT.

11. NO ALTERATION. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. SUCCESSORS. This AGREEMENT shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT. For performance of the services as outlined in Section 1 and 2 of the PROPOSAL, the CITY and the COUNTY shall pay to WESTEC the amounts herein specified in Section 5.0 of the PROPOSAL, except that the CITY and COUNTY shall retain 10% of the total contract cost, which comes to the sum of $958.90, until such time as WESTEC'S services have been completed in full and accepted by the Woodland City Council and Yolo County Board of Supervisors. The CITY and the COUNTY agree not to act unreasonably in witholding final payment to the CONTRACTOR. WESTEC shall prepare and submit a monthly invoice to the Community Development Director of the CITY for work performed in the preceding month. Invoices shall be payable within thirty days after date of invoice. Payment shall be made to WESTEC SERVICES, 3211 Fifth Avenue, San Diego, California 92103.

To pay as total compensation to CONTRACTOR the sum of NINE THOUSAND FIVE HUNDRED EIGHTY NINE DOLLARS ($9,589.). Payment shall be made in a single payment upon completion and acceptance by both the Board of Supervisors of COUNTY and City Council of CITY of all work to be performed by CONTRACTOR. CONTRACTOR shall seek payment upon claim submitted to the Community Development Director of the CITY.

16. TERM. The term of this contract shall commence on execution and delivery of this AGREEMENT, and CONTRACTOR shall complete performance within the time set forth in the project schedule and project start specified in Section 1.B of this AGREEMENT.

17. DRAWINGS, PLANS AND SPECIFICATIONS. All data, drawings, and reports developed by WESTEC under this AGREEMENT shall become the property of CITY and COUNTY. All such data, drawings, and reports shall at CITY request be delivered to CITY upon payment for such services as have been rendered.

18. ENTIRE AGREEMENT. In the event any services provided for herein are authorized by the CITY or COUNTY to be performed or caused to be performed by WESTEC prior to the effective date of this AGREEMENT such services shall be deemed to have been performed under this AGREEMENT. This AGREEMENT including all exhibits incorporated herein by reference constitutes the entire AGREEMENT between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings. Printed terms and conditions contained in purchase orders issued to WESTEC by CLIENT with respect to the services shall be of no force and effect and shall be superseded by the terms and conditions which are contained in this AGREEMENT.

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DATED: FEB 10, 1981.

CITY OF WOODLAND, A Municipal Corp.
of the State of California

BY Harry O. Walker
Mayor, City of Woodland

WESTEC SERVICES, INC. A Corporation

Frank A Kingery
Representative

COUNTY OF YOLO, A Political Subdivision
of the State of California

Robert N Black

BY
Chairman of the Board of Supervisors
County of Yolo, State of California

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR

THE EXPANSION OF YOLO COUNTY ADMINISTRATION COMPLEX

Submitted to:

City of Woodland
Community Development Department
City Hall
Woodland, CA 95695

Submitted by:

WESTEC Services, Inc.
1012 'S' Street
Sacramento, CA 95814
(916) 447-0337

December 1980

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SECTION 1.0

INTRODUCTION

This document provides a technical approach and cost for the preparation of the subject environmental impact report concerning the proposed expansion of the Yolo County Administration Complex. The expansion involves the following activities:

- remodeling of the Courthouse;
- expansion of the Sheriff's Department;
- construction of a new Administration building;
- provision of two parking lots;
- closure of Third Street;
- structural access between the Courthouse and the Sheriff's Department;
- widening of streets;
- removal of several buildings from the site.

The proposal includes the major sections outlined below.

1.1 TECHNICAL APPROACH

WESTEC Services, Inc. will provide an environmental document analyzing the potentially significant issues identified in the RFP provided by the City of Woodland. The technical approach includes a detailed assessment of traffic and circulation impacts, removal of buildings and Courthouse renovation, public services and construction

impacts, and provides for technical support at three hearings on the project.

1.2 STAFFING AND MANAGEMENT

WESTEC Services, Inc. will use its own in-house staff of environmental scientists and analysts to prepare the EIR analysis with one exception. WESTEC proposes to use the traffic engineering consulting firm of TJKM to provide the required traffic analysis.

Kathryn Tobias will serve as Project Manager for the project and it is under her supervision that the EIR will be compiled.

1.3 EXPERIENCE

WESTEC Services, Inc. has prepared over 700 environmental studies which have addressed the potential problems associated with development of residential, commercial, industrial, and recreational projects. WESTEC Services has extensive experience with infill projects which require a sensitivity to adjacent existing uses.

1.4 COST PROPOSAL

The cost proposal contained herein provides a fee breakdown by task and by project team member. WESTEC Services proposes to negotiate a contract for the total project effort which will represent a not-to-exceed figure as detailed in Section 5.0.

SECTION 2.0

TECHNICAL APPROACH

2.1 ANALYSIS OF ENVIRONMENTAL ISSUES

The request for proposal has identified the key issues upon which the environmental impact report will be focused. In general, each of these issues will be discussed with respect to existing conditions, significant environmental effects, proposed mitigation and significant unavoidable adverse effects. The level of detail to which each issue will be evaluated is described below.

2.1.1 Traffic and Circulation

The firm of TJKM will perform the traffic and circulation analysis for the project. Mr. Arnold Johnson of TJKM is familiar with the City of Woodland's physical lay-out and circulation system.

The traffic engineering consultant will describe existing conditions in terms of traffic volumes, parking availability, congestion, and intersection capacity of the streets surrounding the downtown Administration Complex.

Traffic counts will be done where necessary for the streets adjacent to the Complex; we understand that the County performed traffic counts in March of 1980 on Second and Third Streets. Manual turning movement counts during AM and PM peak hour conditions at critical intersections will be conducted.

Using land use information provided by the City Planning Department, trip generation will be determined and assigned to the existing street and roadway system. Base conditions plus one or more alternatives will be analyzed, according to the proposed street closures accommodating the County Administration Complex.

For the base and alternate conditions, the consultant will calculate volume to capacity ratios in the existing street system. The impact of bus and bicycle transportation will be evaluated for both existing and projected conditions. The modal split analysis will separate the vehicular, bus and pedestrian circulation needs.

Relative to parking, the consultants will describe existing parking availability in the area. The net change in supply and demand will be analyzed, based on new parking provided by the project and the existing parking lost by street closure and widening. If the City so desires, we will conduct a post card survey in the area immediately adjacent to the complex to further determine parking need. Parking occupancy counts will be performed in the immediate area.

In addition, the project area will be reviewed to assure good pedestrian circulation.

Mitigation measures, as appropriate, will be formulated to reduce identified impacts. This section will evaluate transit systems management and parking management programs that can be utilized to minimize traffic impacts within the area.

In summary, the traffic and circulation analysis will include the following elements:

- Description of existing conditions;
- Traffic generation and distribution;
- Parking distribution;
- Role and function of public and alternative forms of transportation;
- Project traffic and parking impact analysis;
- Mitigation measures;
- Transit systems management and parking management analysis;
- Pedestrian circulation.

2.1.2 Removal of Buildings and Courthouse Renovation

With the relatively recent move to restore the Woodland Opera House, attention in Woodland has been focused on some of the earlier examples of architecture which help trace the City's history. Although preliminary review of the structures which need to be removed from the Complex site did not reveal any outstanding architectural specimens, consideration should be given to the possible historical significance of the structures, including the jail. Many older homes and buildings in other cities have been moved and converted to other uses, which helps maintain the ambiance of a certain period of history in a downtown area.

The consultants will evaluate the buildings as to possible historical and/or local significance and suggest alternatives if necessary

to deal with possible impacts. WESTEC Services, Inc. has a full-time historian who will be available to the project.

2.1.3. Energy and Utilities

WESTEC Services will contact the various city agencies, special districts, and/or private utility companies in order to assess the ability of existing personnel and facilities to serve additional development. Expected service demands will be calculated for the proposed project and any potential deficiencies or need for new services will be identified. These calculations will be coordinated with the individual agencies supplying services. Any required major extensions of new facilities to project site will be described. The following services will be analyzed:

1. Water Service, City of Woodland;
2. Sewer Service, City of Woodland;
3. Solid Waste, Private Disposal Company, under contract to the City of Woodland;
4. Electrical Energy and Natural Gas, Pacific Gas and Electric Company;
5. Telephone Services, Pacific Telephone.

Suggestions will be made as to measures the applicant could take to reduce impacts to be sustained by the community at large and by the city in providing utility services to the project site.

Also, an analysis of appropriate water and energy conservation measures which could reduce the service demand of these utilities will be presented. The sources of conservation possibilities include energy

conservation standards for non-residential buildings published by the State Energy Resources Conservation and Development Commission, and the programs for energy conservation which have been developed by Pacific Gas and Electric Company. The relative amounts of energy which can be saved through applications of various conservation scenarios will be estimated as part of this section.

2.1.4 Construction Impact

Impacts from the build-out of the Meier Complex are likely to increase the vehicular and pedestrian congestion and parking problems in the immediate area for the duration of the project. Although these activities will not cause a significant increase in air pollution, consumption of fuels, or noise, the location of the project in the middle of the downtown area does make these impacts more significant then usual. Mitigation measures will be suggested where feasible; for example, a public awareness program through the newspaper to enlist citizen cooperation in avoiding the immediate project area.

2.1.5 Analysis of Insignificant Impacts

A preliminary investigation will be made on each of the issues that are listed as insignificant impacts in the RFP. This will provide the justification necessary in the EIR to dismiss those issues.

2.2 DELIVERABLES AND SCHEDULE

2.2.1 Project Initiation

Within two days after contract award, WESTEC Services will meet with City staff and representatives of the applicant. The purpose of this meeting will be to establish lines of communication, refine the study program, and exchange data.

2.2.2 Draft EIR Preparation

The analysis of the environmental issues described above will be organized in the format of an EIR as dictated by the California Environmental Quality Act (CEQA) and the CEQA Guidelines.

The first draft report, the preliminary draft EIR, will be submitted to the City of Woodland within five weeks after authorization to proceed with the study. Three copies will be provided. Thereafter, an original camera-ready Draft EIR will be provided to the city within 10 working days of receipt of the city's comments on the preliminary draft EIR.

2.2.3 Public Review of the Draft EIR

During public review and processing of the Draft and Final EIR, WESTEC Services, Inc. will provide support to the city through attendance at three public hearings. The project manager and/or the principal-in-charge will attend these meetings. Because of the significance of traffic and circulation issues, WESTEC's traffic subconsultant has based its proposed fee on attendance of three public meetings.

2.2.4 Final EIR Preparation

After completion of the Draft EIR public review period, WESTEC Services will provide technical assistance to the city in its response to all substantive public and agency comments received during the review process. These comments will be responded to in a manner consistent with CEQA guideline requirements as directed by city staff. Minor participation by WESTEC Services is envisioned.

2.2.5 Study Milestones

The following listing of dates indicates the proposed schedule for development and processing of the Draft EIR assuming contract award and execution by January 2, 1981.

December 22, 1980	Distribute Notice of Preparation.
January 2, 1981	Begin study.
February 4, 1981	End Notices of Preparation consultation.
February 6, 1981	Submit three copies of Preliminary Draft EIR to the City.
February 10, 1981	Consultant receives city EIR comment.
February 17, 1981	Submit camera-ready manuscript to County.
February 22, 1981 - March 23, 1981	Public Review of Draft EIR (30 days).

SECTION 3.0

STAFFING AND MANAGEMENT

WESTEC Services, Inc. will designate Mr. Michael W. Wright as principal-in-charge of the study. Mr. Wright has served in this capacity on most of the studies listed in Section 4.0 of this proposal and has extensive experience on projects of a similar nature. Ms. Kathryn J. Tobias will be project manager. Ms. Tobias, a planner by academic training, has over five years of planning experience. Mr. Wright and/or Ms. Tobias will attend all public hearings for the proposed project. Mr. Arnold Johnson of TJKM will have responsibility for the traffic/circulation analysis. Ms. Diane Powell will be the environmental analyst for this project.

SECTION 4.0

BACKGROUND AND EXPERIENCE

4.1 INTRODUCTION AND PROFILE

WESTEC Services, Inc. was established in 1972 to meet the growing needs of government and industry for environmental analysis and planning services and specialized forms of engineering services. The firm presently has three major service divisions and consulting revenues in excess of $6,000,000 annually. The firm's corporate headquarters are located in San Diego, California with regional offices located in Sacramento, Santa Ana, and Brawley, California; Las Vegas, Nevada; Albuquerque, New Mexico; and Philadelphia, Pennsylvania.

Projects requiring environmental impact analysis, resource surveys or environmental planning are assigned to the firm's Environmental Division. Of the firm's 215 full-time employees, 45 are assigned to the Environmental Division. The division's in-house staff possess the full range of capabilities needed to prepare comprehensive environmental studies, including the capability to conduct all forms of biological and archaeological/cultural resource surveys. Since 1972, the Environmental Division staff has prepared over 700 environmental studies in the western United States. WESTEC Services, Inc. does not provide architectural or civil engineering services, and as such has not vested interest in any projects for which it prepares environmental reports.

4.2 PROJECT-RELATED EXPERIENCE

WESTEC Services has prepared a variety of urban-oriented studies, with an emphasis similar to the proposed project. In the course of these studies the firm has developed significant knowledge of planning regulations and time saving procedures for environmental documents covering such projects.

Pertinent examples of WESTEC's project experience which are directly applicable to the proposed project are described below.

- Hyatt Regency, Newport Center

  Applicant: Prudential Insurance Company

  Agency: City of Newport Beach

  WESTEC Services, Inc. prepared the Draft and Final EIR for a proposed 22 story, 500 room hotel tower in Newport Center, Newport Beach. In addition the project included 650,000 square feet of commercial and retail space. Significant impacts included traffic circulation, air quality, noise, and aesthetic considerations.

- Koll Center Newport

  Applicant: The Koll Company

  Agency: City of Newport Beach

  WESTEC Services, Inc. recently completed a three volume draft EIR to assess the impact of constructing a 12-story, 400,000 square foot Hyatt Hotel on 5.76 acres of land within the Koll Center Newport Development. The hotel design included 440 rooms and a three-level parking

structure. Specific concerns centered around traffic circulation impacts, air quality impacts, noise impacts and visual/aesthetic concerns. The EIR also addressed the impact of developing an additional 325,000 square feet of commercial office space on land adjacent to the hotel complex.

Orangefair Mall, Fullerton

Applicant: Fullerton Redevelopment Agency

Agency: City of Fullerton

This project for which WESTEC Services prepared the draft EIR was a redevelopment action involving 600,000 square feet of commercial space. The project was highly controversial and involved close coordination with Williams-Kuebelbeck, the economic analyst for the project, as well as with the applicant. Focused issues were noise, air quality, traffic, energy consumption and public financing. The noise and air quality sections involved extensive onsite model and computer projection of project impacts.

Irvine Center, Irvine

Applicant: The Irvine Company

Agency: City of Irvine

Billed as the largest shopping mall in the western United States, this mixed use center was designed to contain a total of five million-plus square feet. As a consultant to the City, WESTEC Services critiqued the originally-prepared EIR and subsequently prepared draft and final EIRs for the center. Issues of critical importance included

circulation/access, air quality, energy consumption, noise and conversion of prime agricultural land.

Plaza Camino Real, Carlsbad

Applicant: May Stores Shopping Center, Inc.

Agency: City of Carlsbad

WESTEC Services prepared the original and supplemental EIR's for the expansion of the Plaza Camino Real Regional Shopping Center. The development, located at the intersection of Highway 78 and El Camino Real in Carlsbad, involved an expansion from two existing anchor stores to a total of five. At completion, Plaza Camino Real would comprise a total of roughly 1.2 million square feet. Major issues addressed in the EIR included traffic, potential effects on Buena Vista Creek and Lagoon, and economics, including the effect on adjacent cities.

In addition to the foregoing, WESTEC Services prepared EIR's on the following shopping center/mixed use projects. Detailed data, including the EIR's themselves, can be made available on any of these or on the foregoing projects:

Patton Plaza, Yorba Linda

University Town Center, Irvine

Seacliff Village, Huntington Beach

The Village, Chico

Wilshire West Shopping Plaza, Los Angeles

Packer's Square, Tustin

Lakewood Junior Shopping Center, Lakewood

SECTION 5.0

COST DATA

A cost detail by project element and by project team member is provided below. Total costs through completion of the Final EIR are provided. WESTEC Services proposes to negotiate a contract for the total project effort which will represent a not-to-exceed figure. Monthly invoices with sufficiently detailed accounts showing accrued expenditures will be submitted against the negotiated contract price.

WESTEC Services, Inc. proposes to provide the out-lined work program for a full not-to-exceed fee of $9,589. The proposed costs are itemized below:

TASK	RESPONSIBILITY	COST
Environmental Analysis (Public services, construction impacts, insignificant impacts)	Powell	$ 2,112
Traffic/Circulation	Johnson/TJKM	3,480
SUBTOTAL 1		$ 5,592
Support Services		
Project Management	Tobias	$ 2,240
Clerical	Nutter	576
Graphics	Wiggins	336
SUBTOTAL 2		$ 3,152
Expenses		
Mileage	Mileage @ 22c/mile	$ 75

TASK	RESPONSIBILITY	COST
Process Support		
Public Hearings Project Manager	three @ 2 hours	$ 210
Assistance on Final EIR Project Manager	16 hours allowance	560
SUBTOTAL 3		$ 845
		$ 9,589

Michael W. Wright

Vice President
Senior Project Manager

Education

M.A. Geography, California State University at San Diego, 1972
B.A. Geography/Anthropology, University of California at Santa Barbara, 1970

Professional Affiliation

Association of American Geographers
California Council of Geographers
Association of Environmental Professionals (Member Board of Directors)
Associate Member of American Institute of Planners

Professional Experience

WESTEC Services, Inc.

1975 to present

Vice President responsible for WESTEC's Orange County regional office. Oversees all staff operations, coordinates client liaison, conducts contract negotiations, and provides testimony before public agencies. Principal investigator and project director for specialized projects concerned with large-scale industrial, commercial and recreational developments. Specific experience includes an EIR/EA for the Shell Beta Unit Complex in the Pacific OSC, Pacific Missile Test Center Master Plan, Point Mugu, Pilot Coal Degasification Plant, San Juan Capistrano, Chemical Bulk Facility, Long Beach, and a refinery modification and expansion in Signal Hill. Mr. Wright also has specific experience in dealing with urban redevelopment projects such as the Chula Vista Bayfront Redevelopment, the Orangefair Mall Redevelopment, and the National City Centre Project. His experience covers document preparation in numerous cities and counties in the states of California, Oregon, Nevada, and Washington. In addition to office management, he prepares technical studies on industrial facility safety, land use/planning investigations, and socioeconomic and growth studies for WESTEC Services.

Environmental Feasibility Studies

1973 to 1975

Principal investigator in the areas of: air and acoustic quality; meteorology; transportation; water quality; and socioeconomic impact. Responsible for management and coordination of all aspects of environmental investigations, from research to writing and document publication. Experience covers a wide range of environmental studies, from small residential subdivisions to large-scale industrial developments such as Starkist Foods Fish Cannery and the TODD Shipyards in Los Angeles Harbor.

Grossmont College

1972 to 1973

Instructor of physical and cultural geography classes. Established the school's first laboratory class in physical geography; developed a field trip for physical geography and geology classes; and worked for NASA on projects in the Middle East, determining subsurface hydrology and geomorphic structure from remotely sensed imagery.

California State University at San Diego

1970 to 1972

Performed assessment of land use and transportation uses in San Diego; aided in instruction of introductory geography courses; and served as a teaching assistant in environmental studies programs. Additionally, tutored Chicanos and American Indians in geography.

KATHRYN J. TOBIAS, AICP

Regional Manager, Sacramento
American Institute of Certified Planners (AICP)

EDUCATION

M.R.P. Regional Planning, Cornell University, 1977
M.A. History, University of the Pacific, 1973
B.A. History, cum laude, University of the Pacific, 1972

PROFESSIONAL AFFILIATION

American Planning Association, Section Director, Sacramento, 1980-81

PROFESSIONAL EXPERIENCE

WESTEC Services, Inc.

1980 to present

Ms. Tobias is the manager of WESTEC's Sacramento Regional office. She is responsible for environmental study project management and provides permitting and licensing support to a variety of clients. Ms. Tobias is also involved in policy and legislative analysis at the local, state and federal levels.

1978 to 1980

As a staff analyst for the Governor's Office of Planning and Research (OPR), Ms. Tobias was responsible for development permit assistance, CEQA interpretation and conflict mediation involving local governments, state agencies and private applicants. She was principal contact within OPR for matters pertaining to geothermal development, including policy and legislative analysis. She served as the chair of the Geothermal Coordinating Council (GCC), a forum of state agencies, from 1979 to 1980. Ms. Tobias was also responsible for policy and legislative analysis related to local governments, including local planning and environmental review.

California State College

1979

As an instructor in the Graduate Program of Public Administration, Ms. Tobias taught urban and regional planning.

San Diego Coast Regional Commission

1977 to 1978

Ms. Tobias was responsible for analyzing and reviewing coastal development permits.

KATHRYN J. TOBIAS

Governor's Office of Planning and Research

1976

Working in the Community Assistance section, Ms. Tobias prepared a report detailing the technical assistance provided by Councils of Government (COGs) in California. Duties involved development of the study emphasis, survey and research schedule, interviews, and report preparation.

San Joaquin County Council of Governments

1974 to 1975

Responsibilities included preparation of the San Joaquin County Airport Land Use Plan, the Safety Element to the General Plan; preparation of grant proposals; editing and production of the monthly newsletter; and serving as representative to various regional agency meetings.

1973 to 1974

Ms. Tobias was part of a team which prepared a modified computerized land use information system for San Joaquin County.

Diana G. Powell

Environmental Planning Analyst

Education

B.A. Recreation Administration, with emphasis in Geography, San Diego State University, 1978 (with High Honors, Academic Distinction)

M.A. Geography, with emphasis in Environmental Studies, San Diego State University, (in process)

Professional Affiliation

Association of Environmental Professionals

Professional Experience

WESTEC Services, Inc.

1979 to present

As an environmental planning analyst, Ms. Powell prepares environmental impact investigations and analyses, and writes technical sections of environmental impact reports (EIRs) and environmental assessments (EAs). She investigates environmental impacts related to land use (urban, rural, and coastal topics), community and urban services, visual quality, air quality, water and energy conservation, socioeconomic analysis, and growth inducement. In addition, she analyzes impacts associated with changes in community plan or general plan amendments to land use designations. She has assisted with proposals and qualifications reports for the company.

National Park Service

1976 to 1978

As a Park Technician, Ms. Powell conducted environmental interpretation programs, including coastal and tide pool, botanical, historical, and photographic studies. She prepared and made presentations of these studies daily to public audiences. In addition, she researched impacts to the immediate environment related to land use.

Frank B. Norris

Historical Geographer

Education

M.A. Geography, University of Arizona, 1976
A.B. Geography/Urban Studies, University of California, Riverside, 1972

Professional Affiliation

Association of American Geographers
California Wilderness Coalition
National Trust for Historic Preservation
San Diego Historical Society

Professional Experience

WESTEC Services, Inc.

1977 to present

As an historian and cultural geographer, Mr. Norris researches and writes historical data for a wide variety of projects and reports. Through literature and field research, he is thoroughly familiar with the history of southern California and adjacent states, particularly the desert portions of California, western Arizona and southern Nevada. Transmission studies are among the projects satisfactorily completed. As a manager of many large-scale projects, he is well acquainted with both the major organizational and institutional sources of early and recent historic data, and with the governmental regulations relative to historic resource protection. Clients include the Bureau of Land Management, the Bureau of Reclamation, San Diego Gas and Electric Company, and other private and public entities.

University of Arizona

1975-1976 and 1972-1974

Cartographer and field analyst, Department of Geosciences: collected, analyzed and graphically applied various geophysical data (geologic structure, Bouguer gravity anomaly, free-air differentiation, etc.) from several study areas in central and southern Arizona. During 1975-1976 served as cartographer, Department of Geography: compiled and drew various descriptive and thematic maps for the Arizona Atlas publication. During 1975-1974 served as research assistant, Department of Geography: assisted Dr. Lay J. Gibson in various projects of cultural and economic geography, specifically: 1) explanation of functional complexity and variation of small towns in Arizona; 2) viability of the various standard economic indicators of growth in a city or region; and 3) demonstration of the role that the amenities play in the attraction of tourists and residents to urbanized arid areas.

Federal Mediation Service

1975

Cartographer. Developed various thematic maps relative to the proposed Navajo-Hopi boundary line, a project formed to help solve a long-standing intertribal dispute. Mr. Norris helped determine topographically feasible boundary lines through use of aerial photographs and 7.5' USGS maps.

Automobile Club of Southern California

1974

Cartographer. Drew annually updated versions of various city and county maps in the 12-county area of southern California.

University of California

1970 to 1972

Research assistant, U.C. Riverside Department of Geography. Involved in projects in computer cartography, the role of remote sensing photography in land-use planning and mapping, and the utilization of ERTS data for climatological and planning purposes.

Publications

1978-1979 "The Post Offices of the Colorado Desert." La Posta Magazine, two-part series included in Volume 9 (December 1978), pp. 12-15, and Volume 10 (April 1979), pp. 8-11.

1976-1978 "The Post Offices of the Mojave Desert." La Posta Magazine, four-part series. Included in Volume 7 (December 1976) pp. 2-6; Volume 8 (June 1977), pp. 4-6; Volume 9 (April 1978) pp. 16-19; and Volume 9 (October 1978) pp. 2-5.

1976 "The Southern Arizona Guest Ranch as a Symbol of the West." Unpublished MA thesis, University of Arizona, pp. 293.

1976 "The Dude Ranch: Creator of Tucson's Image." Desert Silhouettes Tucson Magazine, Volume 2 (January), pp. 22-23.

1976 "Dude Ranches." Arizona Daily Star, June Martin, August 15, p. C1. Article concerning 1976 unpublished MA thesis, University of Arizona (noted above).

FILED

MAR - 6 1981

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 81-49

THIS AGREEMENT dated for convenience this 10th day of February, 1981, in the State of California, by and between the City of Woodland, a municipal corporation, hereinafter referred to as "CITY", and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

RECITALS:

1. CITY and COUNTY heretofore have entered into a joint agreement with Westec Services, Inc., a corporation, for the provision of services for the preparation of an environmental impact for the expansion of the Yolo County Administration Complex.

2. CITY and COUNTY do desire to provide for the administration of that agreement.

AGREEMENTS:

1. CITY agrees to pay from its own funds all sums due and payable on behalf of both CITY and COUNTY to Westec Services agreement under said joint agreement.

2. Upon a claim submitted to it by CITY, COUNTY promises to pay to CITY the COUNTY's share of all sums paid to Westec Services, Inc. under the preceding paragraph.

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, this agreement is executed by the parties hereto.

Dated: _____.

CITY OF WOODLAND, a municipal corporation

BY Harry C. Walker
MAYOR

Dated: FEB 10 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert M. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
DEPUTY

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Peter E. Lucas
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8215

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 REV. 11/75

CONTRACTOR'S COPY

APPROVED BY THE ATTORNEY GENERAL

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER
- ☐ CLEARED
- ☐ CCG BAM
- ☐ DIST.

AGREEMENT NO. 81-50

THIS AGREEMENT, made and entered into this 26th day of January, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 801 DOE RV

TITLE OF OFFICER ACTING FOR STATE	AGENCY	7100-2485
Director	Employment Development Department California State Office of Economic Opportunity	

hereafter called the State or CSOEO, and

Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

APPROVED Christina Valentine Department of Finance Budget Division

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of Public Law 94-385, (42 USC 6867 et seq.), the Energy Conservation Existing Buildings Act of 1976, as amended by Section 231 of Public Law 95-619, National Energy Conservation Policy Act, to implement an energy conservation assistance program to weatherize the dwellings of the low-income population, with priority to the elderly, handicapped, American Indians, and farmworkers; and WHEREAS, the intent is to conserve needed energy and to assist persons least able to afford increasing utility costs.

NOW THEREFORE, the parties hereby agree as follows:

The provisions on page 2 constitute a part of this agreement.

APPROVED AS TO FORM CHARLES R. MACK COUNTY COUNSEL By Deputy County Counsel

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Economic Opportunity Commission of Yolo County
BY (AUTHORIZED SIGNATURE) Gayl Flora	BY (AUTHORIZED SIGNATURE) Audrey L. Smith
PRINTED NAME AND TITLE Deputy Director, CSOEO	PRINTED NAME AND TITLE Audrey L. Smith, Executive Director
	ADDRESS 442 College Street, Woodland, CA 95695

Department of General Services Use ONLY

FORM | POLICY | BUDGET

Department of General Services APPROVED MAY 05 1981 BY COshrashu Asst. Chief Counsel

$20,000.00	AUTHORIZATION Sec. 1555 H.S. Code		FUND Energy Conserv. Admin.	
	ITEM	CHAPTER	STATUTE	FISCAL YEAR 81
INCREASING ENCUMBRANCE	FUNCTION Weatherization Assistance			
DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT 98311-973-03900			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

P.O.A. NO. | P.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Wallace Poole — DATE: 3-16-81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Sec. from 1200 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER DESIGNATED BY HEAD OF AGENCY: Robert N. Black — DATE: 4-21-81

Approved Yolo County Board of Supervisors - by Robert N. Black, Chairman (See Back)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

   If Contractor receives authorization from CSOEO to subcontract the delivery of weatherization services, Contractor shall:

   A. Not retain an amount greater than 20% of the administrative funds provided under this agreement.

   B. Assure that subcontractor(s) comply with all terms of this agreement.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Yolo

8. Term

The term of this agreement shall be from February 1, 1981 through June 30, 1981.

9. Total Amount payable shall not exceed $ 20,000 as specified in the budget attached hereto as Attachment A, incorporated herein by reference.

With the funds provided under this agreement contractor agrees to provide weatherization services within the entirety of the service area comprising the county(ies) of Yolo.

10. Payment and Invoicing

A. Upon written request, accomplished by completion of CSOEO Form #050 Sections I and V, Contractor will be given an initial advance of $ 8,000 as authorized by Section 417 (d) of Public Law 94-385.

B. Contractor shall submit monthly invoice, based on a cash rather than an accrual accounting system, using CSOEO Form #050, Monthly Report of Expenditures attached hereto as Attachment B, incorporated herein by reference.

Reimbursement of any month's expenditures will only be made if CSOEO has also received the Monthly Program Status Report, CSOEO Form #28P, which is attached hereto as Attachment C, and is incorporated herein by reference. CSOEO Form #28P must be accompanied by the supporting CSOEO Form(s) #29P, Low Income Energy Conservation Program Client Intake Form.

C. If, at the end of each three-month period, the cumulative Administrative expenditures exceed five percent of the cumulative Grand Total, CSOEO shall make such adjustment(s) as necessary to attain the five percent relationship.

D. Contractor agrees to complete and forward to CSOEO, within 30 days following the termination date of this agreement, a close-out package accompanied by all unexpended funds.

11. Eligibility

A. Individual Eligibility

Contractor shall insure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is occupied by a family unit -

(1) Whose income is at or below 125 percent of the poverty level determined in accordance with criteria established by the OFFICE OF MANAGMENT AND BUDGET as set forth by the following figures:

Family Size	Non-Farm Family	Farm Family
1	$ 4,738	$ 4,063
2	6,263	5,350
3	7,788	6,638
4	9,313	7,925
5	10,838	9,213
6	12,363	10,500

(For family units with more than 6 members, add $1,525 for each additional member in a non-farm family and $1,286 for each additional member in a farm family.)

OR

(2) Which contains a member who has received cash assistance payments under Title IV (AFDC) or Title XVI (SSI) of the Social Security Act or applicable state or local law during the 12 month period preceding the provision of weatherization assistance (Section 440.20 of Title 10, Code of Federal Regulations).

Contractor shall assure that each applicant signs a Low-Income Energy Conservation Program Client Intake Form (CSOEO #29P), a copy of which has already been furnished Contractor.

Contractor shall verify applicant income for a randomly selected sample of 10 percent of the homes to be weatherized. This verification must be reflected in Section II.d of the CSOEO Form #29P.

Documents which may be used as proof of income eligibility include, but are not limited to, the following: W-2 Forms, Welfare Basic Grant Forms, Social Security Statement of Earnings, etc.

B. Dwelling Inspection

Contractor shall inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive repairs. If the dwelling unit is ineligible because of the need for extensive repair, the unit shall not be weatherized, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration, Housing Loan Program, or other applicable organizations.

If the applicant can get the necessary repairs accomplished, weatherization may be accomplished following the repair work.

C. Standards for Weatherization Materials

Attachment D, "Standards for Weatherization Materials", which is attached hereto and incorporated herein by reference, lists some of the types of weatherization materials Contractor may use. For these types of weatherization materials, Contractor shall only use those which meet or exceed the standards set forth in Attchment D, and shall be able to present documentation of such conformance with the specifications.

D. Weatherization Services

A weatherization project under this agreement shall follow the approaches to weatherization, including the energy conservation techniques, contained in the sample Project Retro-Tech Job Books (DOE/CS-0105), copies of which will be supplied by CSOEO.

Contractor shall complete a Building Check and Job Order Sheet (U.S.GPO: 1979-303-709) for each dwelling approximating either the sample Wood Frame or the sample Mobile Home Project Retro-Tech Job Book. Contractor shall

attach the applicable CSOEO STD-001 or 002 label to the front of the Building Check and Job Order Sheet and accomplish the needed weatherization measures in order of priority until either or both the $ 400 maximum per dwelling expenditures for Materials, and $ 600 for Program Support and Labor is reached.

Contractor shall complete both a Project Retro-Tech Job Book and a Building Check and Job Order Sheet for each dwelling weatherized that is not of wood frame construction. Contractor shall follow the procedure demonstrated in the sample Project Retro-Tech Book.

E. Priority Groups

Priority shall be given to identifying and providing weatherization assistance to the elderly, American Indian, handicapped, and migrant/seasonal farmworker low-income persons, as specified in Attachment E, Priority Populations to be Served, which is attached hereto and incorporated herein by reference. The goals set forth are basic minimums.

F. Supplementing of Other Funds

Financial assistance provided under this agreement shall be used to supplement, and not supplant, state or local funds, and to the maximum extent practicable as determined by the U.S. Department of Energy, to increase the amounts of those funds that would be made available in the absence of federal funds provided under this agreement.

G. Labor

To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen. Contractor agrees to notify CSOEO in the event difficulties arise securing such services.

Within the constraints of the Program Support and Labor budget line item, Contractor may:

(1) Employ on-site supervisors.
(2) Employ on-site crew members (particularly persons eligible for training under CETA).

PRIOR permission to hire on-site crew members must be obtained from CSOEO, and such approval shall be contingent upon receipt from Contractor and evaluation by CSOEO of (a) a current written denial by the CETA Prime Sponsor of Contractor's application for CETA positions for the weatherization program and/or (b) a current certification by the CETA Prime Sponsor of the inability to fill open CETA positions for the weatherization program.

A completed, signed CSOEO Form No. 71P shall accompany the above required documentation.

(3) Supplement wages paid to training participants and public service

employment workers pursuant to CETA, subject to permission by the U.S. Department of Labor.

(4) Subcontract with a licensed private contractor (particularly a non-profit organization or a business owned by disadvantaged individuals which performs weatherization services) to install weatherization materials, provided that an adequate number of volunteers, training participants, public service employment workers, and/or paid staff is not available.

PRIOR permission to subcontract with a licensed private contractor must be obtained from CSOEO, and such approval will be contingent upon receipt and evaluation by CSOEO of the following documentation:

(a) A completed CSOEO FORM #70P, Request to Utilize For-Profit Contractor".

(b) Copies of at least three bids submitted in response to a Request for Bid (RFB). The RFB must define the specific kinds of service to be provided and request a breakdown of the costs of materials and labor for the different kinds of work to be done, plus the penalties to be imposed for failure to perform in a timely and quality manner. Contractor shall require compliance with all provisions of this contract.

H. Coordination

To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately funded programs in order to conserve energy and to improve thermal efficiency.

I. Equal Treatment of American Indians

Low-income members of Indian tribes shall receive benefits equivalent to the assistance, either on or off rancherias, as is provided to other low-income persons.

J. Rental Units

(1) No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his/her agent and the tenant on a Weatherization Service Agreement--Rental Units Form (CSOEO Form #37P), a copy of which has already been furnished Contractor.

(2) Contractor may weatherize a building containing rental dwelling units where not less than 66 percent of the dwelling units in the building (a) are eligible dwelling units (as defined in Article II.A) OR (b) will become eligible dwelling units within 180 days under a Federal program for rehabilitating the building or making similar improvements to the building.

The amount of funds that can be expended on such a dwelling is limited to the number of eligible units times the maximum expenditure per unit.

For example, if a 100 unit building contains 80 units occupied by eligible familes and 20 units by ineligible families:

(a) the building can be weatherized under the 66 percent criterion;

(b) $80,000 is the maximum which can be spent on all units and common areas;

(c) of the $80,000 (at $100 maximum per unit) $8,000 is the maximum which can be spent for repairs;

(d) and if all 100 units in the building are weatherized, 100 units should be counted.

K. Maximum Dollar Limit Per Dwelling Unit

(1) Contractor agrees that the maximum allowable expenditure for any dwelling unit weatherized under this agreement shall not exceed $1,000, comprised of $ 400 maximum per dwelling for -

(a) The cost of purchase and delivery of weatherization materials (item 3 on CSOEO Form #050);

(b) Up to $100 of the $ 400 maximum per dwelling may be used for incidental repairs, including repairs to the heating source and such repair materials as are necessary to make the installation of weatherization materials effective. Reimbursement for materials purchased by an eligible applicant is prohibited. (Item 3 on CSOEO Form #050);

AND

$ 600 maximum per dwelling for -

(c) Maintenance, operation, and insurance of vehicles used for transportation of weatherization materials, tools, equipment and work crews to a storage site and to the site of weatherization work (item 3.A on CSOEO Form #050);

(d) Purchase of tools, equipment, and vehicles; Contractor shall request prior approval from CSOEO for the acquisition of equipment and/or vehicles by submitting a "Request for Non-Expendable Equipment Purchase Approval (non-vehicle)", (CSOEO Form #40P) and/or a "Request for Non-Expendable Equipment Purchase Approval (vehicle)", CSOEO Form #41P, copies of which will be supplied by CSOEO (item 3.B on CSOEO Form #050);

(e) Maintenance of tools and equipment (item 3.C on CSOEO Form #050);

(f) On-site labor costs in accordance with Article 11.G (item 3.D on CSOEO Form #050);

(g) Employment of on-site supervisory personnel (item 3.E on CSOEO Form #050);

(h) Storage of weatherization materials, including such storage facility costs as utilities, telephone, rent, etc. (Item 3.F on CSOEO Form #050).

(2) The limitation of $1,000 set forth above shall not apply if the local Project Advisory Committee (required by O below) requests that a greater amount be provided for specific categories of units or materials and CSOEO approves the request.

L. Allowable Administrative Expenditures

Administrative funds are provided as indicated in Attachment A, Budget. Allowable administrative expenses shall include but are not limited to a prorated share of the overhead expenses, such as office space, telephone, postage, office supplies, audit, etc. Any labor expenses necessary to carry out a weatherization project under this agreement are allowable administrative expenses.

M. Insurance

Contractor agrees to have in effect and to maintain both public liability and property damage insurance for Contractor's weatherization program vehicles plus personal injury and property damage insurance for Contractor's personnel and the dwellings, and occupants therein, being weatherized with minimum liability limits of Three Hundred Thousand Dollars ($300,000.00) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars ($300,000.00) resulting from any occurrence. Said policies shall provide that 30 days' written notice to CSOEO shall be required before cancellation or material change of any of the terms of the policy.

Contractor shall forward to CSOEO a copy of as much of the insurance policy(ies) as evidences the required coverage plus the effective dates prior to commencing operations.

N. Limitation On Use of Funds

No funds under this agreement shall be used for any of the following purposes:

(1) To weatherize a dwelling unit which has been weatherized previously with funds granted under Title IV-A of Public Law 94-385, unless such dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance; or

(2) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

O. Right to Monitor and Audit

The Administrator, U.S. Department of Energy, and his/her designee, the Director, U.S. Community Services Administration, and his/her designee, and CSOEO and CSOEO's designee, shall have the right to monitor and evaluate weatherization projects under this agreement through on-site inspections or through other means, in order to ensure the effective provision of weatherization assistance for the dwelling

units of low-income persons. The Administrator, U.S. Department of Energy, and his/her designee, the Comptroller General of the United States and his/her designee, CSOEO and CSOEO's designee, and if Contractor is a Community Action Agency, the Director, Community Services Administration, and his/her designee, shall have access for the purpose of audit and examination of Contractor's books, documents, papers, information and records of any weatherizaiton project performed under this agreement.

P. Records/Forms

Contractor shall utilize the following documents or reports in the manner described.

(1) The following reports will be submitted to CSOEO on a monthly basis:

(a) Low Income Energy Conservation Program Client Intake Form (CSOEO Form #29P). This report is to be submitted subsequent to the eligible dwelling being completely weatherized.

(b) Low Income Energy Conservation Monthly Status Report (CSOEO Form #28P).

(c) Monthly Report of Expenditures (CSOEO Form #050, included herein as Attachment B). This report contains fiscal information necessary to justify payments to the Contractor.

Each of these reports, even if there is no activity to report, is due no later than the 10th day of the month following the month being reported, but preferably as soon after the first day as possible.

One month delinquency in meeting these reporting requirements shall give CSOEO the right to terminate this agreement.

(2) The following documents will be maintained in Contractor's files for three(3) years after termination of this agreement:

(a) Each completed Weatherization Service Agreement (CSOEO Form #37P).

(b) Project Retro-Tech Job Books and the Building Check and Job Order Sheets, as applicable, for each dwelling weatherized.

(c) Agency (yellow) copies of the Client Intake Forms (CSOEO Form #29P)

Q. Project Advisory Committee (PAC)

Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC's functions shall be as set forth in CSA pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

The PAC shall be broadly representative of organizations, and agencies, particularly local government, utilities, fuel suppliers and consumer groups that represent the low-income priority groups specified in Attachment E, Priority Populations to be Served.

Prior to commencing operations Contractor shall submit to CSOEO the PAC roster comprising the names and areas of representation, e.g. low-income, utility company, CETA office, Supervisor/Councilman, etc.

R. Final Audit Report

The Contractor shall submit to CSOEO within one (1) year after the termination of this agreement three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public grantees and their delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment.

Audits shall be conducted in conformance with the standards set forth in Guidelines for Financial and Compliance Audits of Federally Assisted Programs published by the U.S. General Accounting Office, February 1980.

S. Contractor agrees that materials, tools, equipment, and labor provided with funds under this agreement shall be utilized only to provide services to eligible, as defined in Article 11.A, residential dwellings.

12. Contract Modification

CSOEO shall have the right to modify this agreement should any of the following conditions occur:

A. Cessation of Funding

Funding for this agreement is contingent upon CSOEO's continued receipt of funds from the U.S. Department of Energy (DOE). Modifications shall be necessary if DOE suspends or terminates the master funding grant with CSOEO for purposes of this Agreement.

This Agreement shall be modified accordingly in such event.

B. Conformity with Federal and State Regulations

In the event that Federal or State regulation changes affect the terms of the agreement, this Agreement shall be modified to assure conformity with such Federal and State requirements.

C. Right to De-obligate

CSOEO shall have the right to reduce the amount of contractor's funding when, in the opinion of CSOEO expressed in writing to Contractor, (A) Contractor's performance in whole or in part, either has not been substantially carried out or is insufficiently documented, or (B) Contractor has neglected, failed or refused to furnish necessary information or to reasonably cooperate with any inspection or review of its program or records. CSOEO shall conduct a thorough evaluation of the Contractor's performance and shall provide Contractor with written notice at least 10 days prior to reduction of funds. Contractor shall be subject to an evaluation if the Agreement has been in existence more than three (3) months.

D. Contractor Requests Funding Augmentation

Upon receipt of a written request for additional funds accompanied by modified performance goals and budget from Contractor, CSOEO shall have the option to increase the amount of Contractor's funding via an amendment to the contract.

13. Failure to Perform, Notice, Right to Correct Performance

CSOEO may terminate this agreement when it has determined that Contractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. If Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance, CSOEO shall notify the contractor of such unsatisfactory performance in writing.

Contractor has ten (10) working days in which to respond with a plan agreeable to CSOEO for correction of the deficiencies. If Contractor does not respond with an appropriate plan within the appointed time, CSOEO shall serve a termination notice on the Contractor which shall become effective within thirty (30) days after receipt. In the event of such termination, CSOEO shall be liable for payment only for services rendered up to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

14. Termination

Either party may terminate this Agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with terms of this agreement up to the time the termination notice becomes effective.

15. Discrimination

No persons in the United States shall, on the grounds of race, color, national origin, sex or on the grounds of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance provided by this Agreement. The conduct of the parties to this Agreement shall be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder.

16. Assurances

These assurances shall govern all activities conducted pursuant to this agreement unless specifically waived and/or modified under this agreement.

A. Legal Authority

Contractor certifies that it possesses legal authority to apply for the grant, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person certified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

B. Conflict of Interest

Contractor assures that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, directly or indirectly from this Agreement. In addition, Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Working Conditions

Contractor shall ascertain and assure that safe and healthful working conditions exist at all work sites.

D. Training

Contractor assures that at least the Energy Coordinator/Program Manager and Crew Supervisor(s) shall attend either the Stockton or the Los Angeles Weatherization Training Center in addition to all cluster training sessions as scheduled by CSOEO unless specifically exempted by CSOEO.

E. Property

No funds under this agreement may be expended or costs incurred for the purchase of real property except as in accordance with DOE regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7000-01, a copy of which can be obtained from CSOEO.

17. This Agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

Budget*

Administrative Costs	$ 1,000	(max)
Personal Injury and Property Damage Insurance (nonvehicle)	$ 1,500	(max)
Program Costs		
Weatherization materials ($400 max/dwelling - see Article 11.K)	$ 7,000	(min)
Program support and labor ($600 max/dwelling - see Articles 11.G & 11.K)	$ 10,500	(max)
TOTAL	$ 20,000	

*Any of the maximum budget amounts may be reduced at Contractor's discretion, and the amount(s) of reduction shall be applied to weatherizaiton materials.

Attachment B

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY

MONTHLY REPORT OF EXPENDITURES

DOE Weatherization Assistance for Low-Income Persons
PROGRAM

INVOICE PREPARATION DATE

801
PROJECT CODE

CONTRACT NUMBER

REPORT MONTH AND YEAR

TO: EDD/California SOEO
Budget and Accounting Unit
555 Capitol Mall, Room 325
Sacramento, CA 95814

FROM:
(MAILING ADDRESS)

(MUST BE AS SHOWN ON CONTRACT)

SECTION I – ADVANCE REQUEST

THIS SECTION FOR INITIAL ADVANCE REQUEST ONLY.

Amount Requested
$_____

EXPENSE/ ACTIVITY CODES: 973-051

SECTION II – EXPENDITURES AND ADJUSTMENTS

EXPENSE AND ACTIVITY CODES	COST CATEGORY	PROGRAM BUDGET (1)	LAST MONTH'S CUMULATIVE EXPENDITURES (2)	ADJUSTMENT TO LAST MO. CUMULATIVE EXPENDITURES (3)	REPORT MONTH EXPENDITURES (4)	CUMULATIVE EXPENDITURES (5)	REMAINING BUDGET AMOUNT AVAILABLE (6)
974-051	1. Administrative						
975-051	2. Non-Vehicular Insurance						
	Program	XXX	XXX	XXX	XXX	XXX	XXX
976-051	3. Materials						
	A. Transportation	XXX					XXX
	B. Tools, Vehicles and Equipment Purchase	XXX					XXX
	C. Maintenance Tools and Equipment	XXX					XXX
	D. Labor-crew	XXX					XXX
	E. Labor-crew Chief/Supvr.	XXX					XXX
	F. Materials Storage	XXX					XXX
977-051	4. Program Support and Labor Subtotal (A-F)						
	Total Program Expenditures (3+4)						
	Grand Total (1+2+3+4)						
			Column 5 from last month's Form	Explain in Section IV "Remarks"		Columns 2+3+4=5	Columns 1-5=6

CSOEO Form #050 (1-81)

SECTION III – STATUS OF CASH

A. Total cash received to date from CSOEO (including advances): $_____

B. Total cash requested in previous monthly reports (CSOEO Form but not received): $_____

1. Subtotal (A + B): $_____ (SUBTOTAL 1)

C. Cumulative Costs (Column 5 total from page 1): $_____

D. Net advances outstanding to your delegate agencies (if any): $_____

E. Anticipated total cash needed for the two months following the report month: $_____*

2. Subtotal (C + D + E) or Budget Total (Column 1, Section II, page 1), whichever is less: $_____ (SUBTOTAL 2)

F. Cash Deficiency or Surplus (Subtotal 1 minus Subtotal 2): $_____

G. Cash Requested (Round off): $_____

** Shall not exceed two-month average to date unless equipment or vehicle purchase is planned.*

SECTION IV – REMARKS

(Attach additional sheets as needed)_____

SECTION V – CERTIFICATION

I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.

TYPE NAME AND TITLE _____ SIGNATURE _____ DATE _____ PHONE _____

FOR CSOEO USE ONLY:
Approved for Payment: California SOEO

ECAD _____ B&A _____ AUTHORIZED SIGNATURE _____

03900-

Attachment C

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
Monthly Program Status Report

Contractor's Name	Contract No./Nos.	Report Period	Date of Report
		Mo. ☐☐ Yr. ☐☐	Mo. ☐☐ Day ☐☐ Yr. ☐☐

Section I - Services

	Weatherization DOE	Weatherization CSA	Crisis Interv. P.A. 22	Consum. Ed. P.A. 23	Altern. Energy P.A. 25
1. Total Persons Assisted					
a. Elderly					
b. Migrant/Seasonal Farmworker					
c. American Indian					
d. Handicapped					
2. Total Dwellings Weatherized			xxxxx	xxxxx	
a. Owner-occupied			xxxxx	xxxxx	
b. Single Family Rentals			xxxxx	xxxxx	
c. Multi-Family Rentals			xxxxx	xxxxx	
d. Elderly H.o.H.			xxxxx	xxxxx	
e. Migrant/Seasonal Fmwkr. H.o.H.			xxxxx	xxxxx	
f. American Indian H.o.H.			xxxxx	xxxxx	
g. Handicapped H.o.H.			xxxxx	xxxxx	
3. Number of Air-Conditioned Units			xxxxx	xxxxx	
4. Number of Partial Completions			xxxxx	xxxxx	xxxxx
5. Number of Backlogged Eligibles			xxxxx	xxxxx	xxxxx

Section II - Labor

1. CETA (person hours)					
2. DOE Direct Hire (paid person hrs.)					
3. CSA Direct Hire (paid person hrs.)					
4. Volunteers (person hours)					
5. Occupants Assisted (person hours)					
6. Other					
7. Number of CETA Slots Requested					
8. Number of CETA Slots Authorized					
9. Number of CETA Slots Filled					

Section III - Financial

1. Administration					
2. Materials			xxxxx		
3. Program Support			xxxxx	xxxxx	xxxxx
4. Liability Insurance - Non-Vehicular			xxxxx	xxxxx	xxxxx
5. Paid Labor					
6. TOTAL Expenditures - DOE/CSA					
7. Other Federal Funds					
8. Non-Federal Share					
9. Avg. Materials Cost/Dwelling			xxxxx	xxxxx	
10. Drawdown			xxxxx	xxxxx	xxxxx

- Instructions on Back -

CSOEO Form No. 28P
11/14/80

INSTRUCTIONS FOR PROGRAM MONTHLY REPORT

HEADING

Name: Enter enough of agency name to identify agency. "CETA Office" or "EOC" is not adequate.

Report Period: Enter numeric digits identifying month being reported, e.g., 01 for January and the last two digits of the calendar year, e.g., 80,81, etc.

Date of Report: Date report is prepared. Same procedure as above, except also enter day of month.

Section I

1. The combined data listed in a, b, c, and d may exceed the TOTAL.
2. APPLICABLE to BOTH WEATHERIZATION AND ALTERNATE ENERGY PROJECTS. Completions only.
2. d, e, f, g - H.o.H. = Head of Household
4. Number of dwellings started but not fully weatherized at month's end. Should not be included in Section I, Items 1 and 2.
5. Number of applicants that were found to be eligible but whose residences have not been worked on yet.

Section II

1. Total hours worked by all enrollees during the report month.
2. Include all work hours paid for, including any wage supplements. Do not include prorated administrative, clerical, bookkeeping, or other wages/ salaries that should be properly classified as administration expenses.
3. Same as Section II. 2.
4. Any type of volunteer assistance, including senior citizens groups, etc.
5. Occupants of weatherized dwellings who assisted in the weatherization project. List total hours of assistance.
6. Other - for instance, California Conservation Corps, etc.
7. Should have copy of written request in agency files.
8. " " " " " " " " "
9. Enter highest number of enrollees on hand during the report month.

Section III

Items 1-6 -- Enter same figures as appear on the CSOEO Form 050 for the month being reported.

7. Enter total of additional federal funds, other than that represented by CETA enrollees.
8. Enter non-federal support generated in support of the program. Document on CSOEO Form #55P and submit with this 28P.
9. Enter figure obtained by dividing dollar value of materials installed in completed dwellings by the number of completed dwellings.
10. For CSOEO use only.

STANDARDS FOR WEATHERIZATION MATERIALS

	STANDARDS
Insulation--Mineral fiber, material or product	
Blanket/batt	Conformance to F.S.[1] HH-1-521E and ASTM C665-70
Board	Conformance to F.S.HH-1-526C and ASTM C612-70 or C726-72
Duct material	Conformance to F.S.HH-1-558B
Loose fill	Conformance to F.S.HH-1-1030A and ASTM #764-73
Insulation--Mineral cellular	
Aggregate board	Conformance to F.S.HH-1-529B
Cellular glass	Conformance to F.S.HH-1-551E and ASTM C552-73
Perlite	Conformance to F.S.HH-1-574A and ASTM C549-73
Vermiculite	Conformance to F.S.HH-1-585B and ASTM C516-67
Insulation--Organic fiber	
Cellulose--Type 1	Conformance to F.S. HH-1-515C and ASTM C739-73(loose fill)
Cellulose--Type II	Conformance to ASTM C739-73(loose fill) and fire safety requirements
Vegetable	Conformance to F.S.HH-1-528B and fire safety requirements
Board and block	Conformance to F.S.LLL-1-535A and ASTM C208-72 and fire safety requirements
Insulation--Organic cellular	
Polystyrene board	Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements
Urethane board	Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements
Flexible unicellular	Conformance to F.S.HH-1-573B and ASTM C534-70 and fire safety requirements
Insulation--Air Spaces: Reflective	Conformance to F.S.HH-1-1252A
Storm Windows:	
Aluminum frame	Equivalent to ANSI A134.3-1972
Wood frame	Conformance to Sec.3 NWMA Industry Standard I.S.2-73
Rigid Vinyl frame	Conformance to NBS Product Standard PS26-70 and performance guarantee
Frameless plastic glazing	Required minimum thickness 6 mil(0.006 in.)
Storm Doors:	
Aluminum	Equivalent to ANSI A134 4-1972
Wood	
Pine	Conformance to Sec. 3 of NWMA I.S.5-73
Fir,hemlock,spruce	Conformance to Sec.3 of PHDA/5-75
Hardwood veneered	Conformance to Sec.3 of NWMA I.S.1-73
Rigid vinyl	Conformance to NBS Product Standard PS26-70 and performance guarantee
Caulks and sealants	Commercial availability
Weatherstripping	Commercial availability
Vapor barriers	Commercial availability
Clock thermostats	Commercial availability
Skirting	Commercial availability
Items to improve attic ventilation	Commercial availability
Materials used as a patch to reduce infiltration through the building envelope	Commercial availability
Water Flow Controllers	Commercial availability,but not to exceed $5.00
Replacement of oil burners	UL 296/ANSI Z 96.2-1974 "Oil Burners" and ANSI Z 91.2-1976, entitled "Performance Requirements for Automatic Pressure Oil Burners of the Mechanical-Draft Type."

Notes

[1] F.S. means Federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407

[2] For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE

(FR Doc. 80-6182 Filed 2-26-80;8:45 a.m.)

Agency Goals

Priority Populations to be Served

	Number	Percent
Total Houses to be Weatherized	20	100
Elderly	10	50
Handicapped	1	5
American Indians	Ø	2
Migrant/Seasonal Farmworkers	2	5

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 1 (REV. 11/75)

CONTRACTOR'S COPY

AGREEMENT NO. 81-51

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER

CLEARED
CCC NPG
DIST. 4-1

THIS AGREEMENT, made and entered into this 26th day of January, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 823, DOE R IV T/TA

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department, California State Office of Economic Opportunity	81002809

hereinafter called the State, or CSOEO, and

Economic Opportunity Commission of Yolo County

hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

APPROVED
Christina Valentine
Department of Finance
Budget Division

FILED
JUN 16 1981
PETER McNAMEE, Clerk
By

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of Public Law 94-385, (42 USC 6867 et seq.), the Energy Conservation Existing Buildings Act of 1976, as amended by Section 231 of Public Law 95-619, National Energy Conservation Policy Act, to implement an energy conservation assistance program to weatherize the dwellings of the low-income population, with priority to the elderly, handicapped, Native Americans and farmworkers; and WHEREAS, the intent is to conserve needed energy and to assist persons least able to afford increasing utility costs, and WHEREAS, provision is hereby made for Contractor to secure training and information which will enhance program operations.

NOW THEREFORE, the parties hereby agree as follows:

The provisions on page 2 constitute a part of this agreement.

APPROVED AS TO FORM
CHARLES M. BUCK
COUNTY COUNSEL
BY

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department, California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Economic Opportunity Commission of Yolo County
BY (AUTHORIZED SIGNATURE): Joseph Moore	BY (AUTHORIZED SIGNATURE):
TITLE: Director, CSOEO	TITLE: Audrey L. Smith, Executive Director
	ADDRESS: 442 College Street, Woodland, CA 95695

Department of General Services Use ONLY

"I hereby certify that all conditions for exemption have been complied with; and this contract is exempt from the Department of General Services approval."

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 2300.00	Sec. 655 U.S. Code		Unemployment Admin.	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	OEO Weatherization Prg. & Indian Assist.			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	98230-931-03900			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Wallace Funk — DATE: 5-8-81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Robert N. Black — DATE: 5-25-81

Approved Yolo County Board of Supervisors - by Robert N. Black, Chairman

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. Term

The term of this agreement shall be from ~~October 24, 1980~~ January 26, 1981 through September 30, 1981.

9. Total Amount payable shall not exceed $2,300.

10. Use of Funds

The purpose for providing funds under this agreement is to enhance Contractor's weatherization assistance program by assisting Contractor's Weatherization/Energy Coordinator's or Program Manager's participation in formally scheduled meetings/workshops conducted for the purpose of imparting theoretical or practical knowledge relative to weatherizing dwellings or managing a weatherization program. Allowable expenses shall be:

A. Travel

(1) Commercial carrier fare
(2) Private auto mileage may be reimbursed at the rate of 18½ cents per mile maximum.

B. Per diem (meals, lodging, and incidentals) may be reimbursed at a maximum rate of $50.00 for a continuous 24-hour period. For less than a continuous 24-hour period, reimbursement shall be limited to $29 for lodging, $3.00 for breakfast, $5.50 for lunch, and $9.00 for dinner, depending on the time period involved.

C. Registration fees for weatherization program-related workshops/conferences. Reimbursement shall be contingent upon receipt by CSOEO of a receipt for the registration fee plus a copy of the workshop/conference agenda.
(1) If the registration fee exceeds $25, Contractor shall request PRIOR approval by submitting a written request accompanied by a copy of the agenda which sets forth the scope of the workshop/conference and the registration fee.

D. Consultant firms hired for the purpose of providing weatherization program-related technical assistance/training.

11. Payment and Invoicing

A. Contractor shall submit no less frequently than every three months nor more frequently than once per month a CSOEO Form #51P, Request for Reimbursement and the vouchers or receipts as required on the reverse of the form, attached hereto as Attachment A, incorporated herein by reference.

B. At the expiration of the term of this agreement or upon termination prior to expiration, funds not expended for the purposes of this agreement shall revert to CSOEO.

C. Contractor shall, within 90 days after either the expiration of the term of this agreement or termination prior to expiration, submit to CSOEO a fiscal close-out summarizing all expenditures incurred for the purposes of this agreement.

D. Final reimbursement will be contingent upon receipt of Contractor's close-out package.

12. Contractor agrees that CSOEO, upon request, shall have the right to examine and audit all records, books, papers or documents related to the conduct of the programs funded by this agreement. Contractor further agrees to retain all such records, books, papers or documents pertaining to this agreement for three years from the termination of this agreement or until audited.

13. Final Audit Report - The Contractor shall submit to CSOEO within one (1) year after the termination of this agreement three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public grantees and their delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment.

Audits shall be conducted in conformance with the standards set forth in "Guidelines for Financial and Compliance Audits of Federally Assisted Programs" published by the U.S. General Accounting Office, February, 1980.

14. Contract Modification

CSOEO shall have the right to modify this agreement should any of the following conditions occur:

A. Cessation of Funding - Funding for this agreement is contingent upon CSOEO's continued receipt of funds from the U.S. Department of Energy (DOE). Modifications shall be necessary if DOE suspends or terminates the master funding grant with CSOEO for purposes of this Agreement.

This Agreement shall be modified accordingly in such event.

B. Conformity with Federal and State Regulations - In the event that Federal or State regulation changes affect the terms of the agreement, this Agreement shall be modified to assure conformity with such Federal and State requirements.

15. Assurances

These assurances shall govern all activities conducted pursuant to this agreement unless specifically waived and/or modified under this agreement.

A. Contractor certifies that it possesses legal authority to apply for the grant, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person certified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

B. Contractor assures that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, directly or indirectly, from this Agreement. In addition, Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Contractor certifies that it maintains adequate administrative and accounting controls and records and shall provide access to these records as necessary for CSOEO's review to assure that funds are being expended in accordance with the purposes and provisions of this Agreement.

16. Contractor agrees to comply with the provisions of the Hatch Act, if applicable, which limits the political activity of employees.

17. Either party may terminate this agreement by giving written notice to the other party at least thirty (30) days prior to the effective termination date. All notices of termination may be personally delivered or may be delivered by deposit in the United States mail, postage prepaid, and shall be deemed to have been given at the time of personal delivery, or of the date of deposit in the mails.

18. Discrimination

No persons in the United States shall, on the grounds of race, color, national origin, sex or on the grounds of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance provided by this Agreement. The conduct of the parties to this agreement shall be in accordance with Title VI of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder.

19. Pursuant to Section 504 of the Rehabilitation Act of 1973 no handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, including this Agreement.

FILED

MAR - 6 1981

PETER McNAMEE, Clerk
By [signature]
DEPUTY

AGREEMENT NO. 81-52

(Lease Agreement for use of Premises by the County of Yolo)

THIS AGREEMENT, made and entered into this 17th day of February, 1981, by and between ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A. TUPIN, hereinafter called LESSOR, and the COUNTY OF OF YOLO, a political subdivision of the State of California, hereinafter called LESSEE.

W I T N E S S E T H:

AGREEMENTS:

1. LEASING AND DESCRIPTION OF PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby hires on the terms and conditions hereinafter set forth approximately 1,097 square feet situate on the second floor of the building located on the County of Yolo Assessor's Parcel No. 1-791-05-1, said second floor being known as 204 F Street, Davis, California, the same 1,097 square feet situate being more particularly identified as Suites C and D on that floor per Exhibit "A" attached.

2. TERM. The term of this agreement shall commence on April 1, 1981 and shall terminate on March 31, 1984.

3. RENT. The monthly rent shall be adjusted annually during the initial and extended terms of this lease commencing with the April payment each year according to the following schedule:

Term	Monthly Rental
April 1, 1981 - March 31, 1982	$540
April 1, 1982 - March 31, 1983	$580
April 1, 1983 - March 31, 1984	$620

4. INCREASES IN REAL ESTATE TAXES. LESSEE, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes

assessed against the premises for the fiscal year ending June 30, 1981. It is acknowledged by the parties hereto that the demised premises represent only thirteen percent (13.0%) of the premises subject to real estate taxes, and LESSEE's obligation to pay for increased real estate taxes shall be prorated accordingly.

5. OPTION.

a. Renewal Option. LESSOR hereby grants LESSEE a renewal option to renew this lease for an additional term of two (2) years from and after the expiration of the original term subject to negotiation of rent. In event negotiations fail then the actual CPI increase over April 1, 1981 will prevail.

b. Exercise of Option. The option granted herein must be exercised in writing to LESSOR by written notice of exercise of option not less than sixty (60) days prior to the expiration of the original terms.

6. USE. The herein demised premises shall be used and occupied by the County of Yolo for the purpose of offices or any other use reasonably related thereto.

7. USE OF ADDITIONAL ACCOMMODATION. LESSEE herein has been granted a license for the common use of hallways and restroom areas of the building of which the demised premises are a part, for the term hereof, and LESSOR hereby grants to LESSEE (including LESSEE's employees, customer and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and restroom areas of the building of which the rented premises are a part. LESSEE is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° and 78°F.

8. ~~PARKING.~~ LESSEE and its officers, agents, and employees, business invitees, and other people using the premises with the permission of the LESSEE shall have a right to use two (2) of the parking spaces situate behind the subject premises. LESSOR shall designate and reserve the spaces that LESSEE is entitled to use. LESSEE shall have first priority for such parking spaces over other tenants. (SEE ADDENDUM)

9. ACCEPTANCE OF PREMISES: REPAIRS AND ALTERATIONS. The parties agree that the premises are rented unfurnished. LESSOR agrees to deliver up the premises in a clean and sanitary condition and in good repair, and LESSEE agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls which LESSOR agrees to keep in good repair at its expense, and upon the termination of this lease LESSEE shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that LESSEE may make such interior non-structural modifications as LESSEE may desire, provided only that said modifications shall be at the sole cost and expense of LESSEE and provided that LESSEE shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by LESSEE. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by LESSEE, shall first be approved by LESSOR. LESSEE may, at LESSEE's option, remove any such non-structural modifications at the end of the term hereof provided that LESSEE shall repair any damage occasioned by such removal.

10. DESTRUCTION OF PREMISES. In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for LESSEE's use, the LESSOR shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said destruction or damage, LESSOR shall notify LESSEE of its intention and election in this regard, and LESSOR's failure to give notice shall terminate this lease. In the event LESSOR shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that LESSEE shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by LESSEE on said premises.

11. UTILITIES. LESSOR shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. LESSEE shall pay for all other utility services, including telephone.

12. INCREASES IN UTILITIES. LESSEE, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon LESSOR's presentation of invoices billed to LESSOR by Pacific Gas & Electric Account No. GTY 176200 an amount equal to LESSEE's proportionate share of the utility rates (except water and garbage) paid by LESSOR which shall, during the term of this lease be charged against the account for 204 F Street, Davis, California, in excess of $225.00 per month. A twelve-month average will be used to determine the utility usage. It is acknowledged by the parties hereto that LESSEE's portion of the second floor premises known as 204 F Street, Davis, California, is twenty-eight percent (28.0%), and TENANT's obligation to pay for increased utility rates shall be prorated accordingly.

13. ENTRY BY OWNER. LESSEE shall permit LESSOR or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

14. WASTE. LESSEE shall not commit, or suffer to be committed, any waste, upon said premises, or any other public or private nuisance.

15. MAINTENANCE. Notwithstanding anything to the contrary in this lease contained, LESSOR shall be responsible for the maintenance of the mechanical, electrical, plumbing, air conditioning, heating facilities and common areas (hallways and restrooms) on the subject premises. In the event that LESSOR fails or refuses to make such repairs or causes such repairs to be made, then LESSEE may cause the same to be done at the expense of LESSOR and such expense shall be offset against any monies due by the terms hereof from LESSEE to LESSOR. The LESSEE will maintain the leased premises in a safe, operable, neat and clean condition at all times, and LESSOR agrees to keep said common areas in a neat and clean condition at all times.

16. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express

condition that LESSOR is to be free from all liability and claim for damages by reason of any injury to any person or persons, including LESSEE's agent, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including LESSEE, from any cause whatsoever while in or upon the said demised premises set forth in Paragraph 1 hereof, expressly excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any occupancy hereunder, LESSEE hereby covenanting and agreeing to indemnify and save harmless LESSOR from all liability, loss, cost and obligation or any of them on account of or arising out of any such injuries or losses however occurring.

17. INSURANCE. During the term of this lease agreement, LESSEE shall, at its own expense, maintain in full force, a policy or policies of public liability insurance against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of LESSEE or its contractors, licensees, agents, servants or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. (SEE ADDENDUM)

18. ASSIGNMENT OR SUBLETTING. ~~LESSEE shall not assign or sublet this lease, or any interest therein, without LESSOR's permission first had and obtained.~~ LESSOR will not unreasonably withhold permission for any subletting ~~or assignment~~. (SE ADDENDUM)

19. WAIVER. The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this lease, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of such rent.

20. BINDING ON SUCCESSORS. The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by LESSEE in violation of the terms of Paragraph 18 hereof.

21. PARAGRAPH HEADINGS. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

22. NOTICES. Any notice required or permitted hereunder to be given to LESSEE shall be deemed to have been given if mailed to the County Administrative Officer, Room 202, Courthouse, Woodland, California 95695, postage prepaid, and any notice required or permitted hereunder to be given to LESSOR shall be deemed to have been given if mailed to LESSOR, postage prepaid, at the address of LESSOR from time to time specified by LESSOR.

23. CONDEMNATION. If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, LESSOR shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR, and the LESSEE shall have no claim thereto, and the LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages which the LESSEE may become entitled to during the

term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the useable floor space of the subject premises shall be taken, then LESSEE may, in LESSEE's discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

24. TRADE FIXTURES AND IMPROVEMENTS. Upon the termination of this lease or upon the vacation of the premises by LESSEE as in this Agreement provided the LESSEE may remove any improvements and any trade fixtures, furniture, and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with Paragraph 9 hereof.

25. LESSOR and LESSEE agree to release the other from the terms of this lease 180 days after official notice of intent to terminate is executed by either party and delivered to the other.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Deputy

LESSEE: COUNTY OF YOLO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors

LESSOR: _____

ROBERT WARREN - Managing Partner
Authorized to sign on behalf of all partners as listed below:

_____
CAROLYN J. WARREN

_____
BORIS H. RUEBNER

_____
SUSAN RUEBNER

_____
JOE P. TUPIN

_____
BETTY A. TUPIN

ATTEST:
PETER McNAMEE, Clerk

By _____ deputy

(SEAL)

APPROVED AS TO FORM
CHRISTOPHER L. HOOK
COUNTY COUNSEL

_____
DEPUTY COUNTY COUNSEL

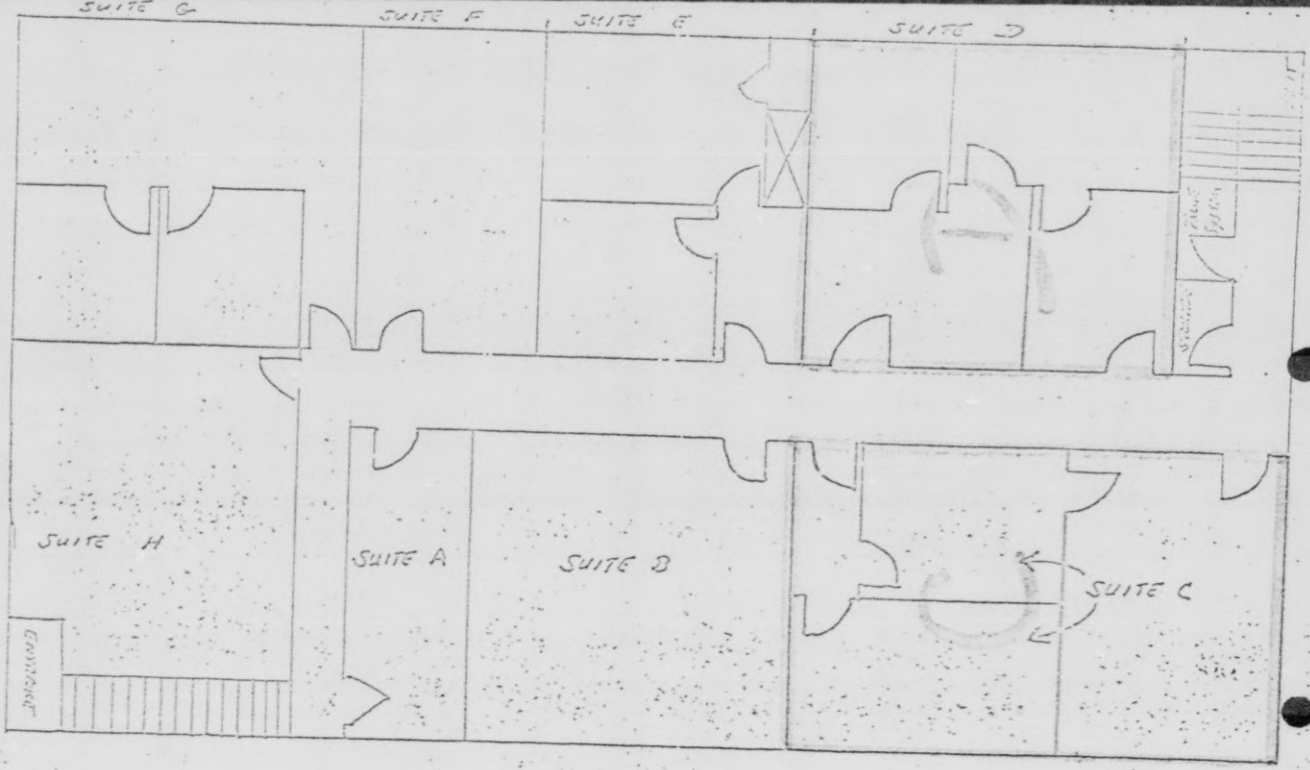
SUITE G
SUITE F
SUITE E
SUITE D
SUITE H
SUITE A
SUITE B
SUITE C
F STREET
ALLEY
N

EXHIBIT "A"

ADDENDUM TO AGREEMENT BETWEEN ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN AND BETTY TUPIN, "LESSORS" AND THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, "LESSEE"

This Addendum is intended to modify that Agreement executed the 17th day of February, 1981, by and between the above-mentioned parties as the same concerns those premises commonly known as 204 F Street, Davis, California, being Suites C and D of the second floor of those premises.

1. Paragraph 8 of said Agreement is hereby amended to read as follows:

"8. PARKING. LESSEE and its officer, agents, employees, business invitees, and other persons using the premises with the permission of LESSEE shall have the right to use two (2) parking spaces situate behind the subject premises. LESSOR shall designate such two (2) parking spaces and LESSEE shall be responsible for placing appropriate signs or lettering to indicate that the spaces are, in fact, reserved for LESSEE. LESSOR shall not be responsible for supervising or policing parking in those places nor prosecuting persons who violate the provisions of said sign or otherwise occupy such spaces. Provided, that LESSOR shall not authorize any other person to occupy the same.

2. Paragraph 17 of such document shall be amended to provide for liability insurance in amounts not less than Three Hundred Thousand Dollars ($300,000.00) for any one (1) person injured, or killed; not less than Five Hundred Thousand Dollars ($500,000.00)

for any one (1) accident; not less than Fifty Thousand Dollars ($50,000.00) for property damage.

3. Paragraph 26 added to such lease Agreement to provide as follows:

"26. This lease and the leasehold estate created hereby are and shall be, at the option and upon written declaration of Lessor, subject, subordinate, and inferior to the lien and estate of any liens and encumbrances, renewals, extensions, replacements thereof, now or hereafter imposed by LESSOR upon the demised premises or any part thereof or the building of which the demised premises are a part. LESSOR hereby expressly reserves the right, at its option and declaration, to place liens and encumbrances on and against the demised premises and/or any part thereof and/or of the building of which the demised premises may be a part, superior in lien and effect of this lease and the estate created hereby. The execution by LESSOR and the recording in the Office of the County Recorder of the county in which the demised premises are situate of a declaration that this lease and leasehold estate are subject, subordinate and inferior to any lien or encumbrances placed or to be placed by LESSOR upon or against the demised premises, and/or any part thereof, and/or of the building of which the demised premises may be a part, shall of and by itself (in favor of any lienor, mortgagee or beneficiary or trustor) or

without further notice to or act or agreement of LESSEE, make this lease and the estate created hereby subject, subordinate and inferior thereto. LESSEE shall, additionally, forthwith upon the written consent of LESSOR so to do, execute and deliver to the title company, issuing any policy of title insurance insuring the lien, estate and effect of said lien or encumbrance, such agreement of subordination of whatsoever conditions or conditions as shall be designated by said title company.

4. Paragraph 18 of said lease is hereby amended to read as follows:

"18. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign or sublet this lease, or any interest therein, without LESSOR'S permission first had and obtained. Provided, that LESSOR will not unreasonably withhold permission for any such subletting and further subject to the following:

A. If LESSEE is desirous of subletting the premises, or any portion thereof, LESSEE shall first give notice of such intent, in writing, to LESSOR. LESSOR shall have the option within fifteen (15) days of receipt of such notice of subletting the premises, or any portion thereof, whether or not a merger shall then exist (on the same terms and conditions as in such notice contained). Nothing in this paragraph contained shall be construed as permitting any such subletting without LESSOR'S permission first had and

except the same will not be unreasonably withheld and in making such determination LESSOR may consider the SUBLESSEE'S financial condition, compatibility with other uses in the building, a portion of which the demised premises constitute a part; traffic which the intended use will generate (both vehicular and pedestrian), etc.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum on this 17th day of February, 1981.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Pete E. Lucas
Deputy

LESSEE: COUNTY OF YOLO, a political subdivision of the State of California

By Robert M. Clark
Chairman of the Board of Supervisors

LESSOR:

Robert Warren
ROBERT WARREN- Managing Partner
Authorized to sign on behalf of all partners as listed below:

CAROLYN J. WARREN

BORIS H. RUEBNER

SUSAN RUEBNER

JOE P. TUPIN

BETTY A. TUPIN

ATTEST:

PETER McNAMEE, Clerk

By Pete E. Lucas deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

BK

AGREEMENT NO. 81-53
COUNTY-STATE AGREEMENT NO. 21 Revised

EXCHANGE FUND PROJECT

03 Yolo
District County

PROJECT NUMBER X-031(1)

County Road 31

CR95 - CR96

THIS AGREEMENT, made in duplicate this 24 day of February, 1981, by and between the COUNTY OF Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, as provided by Sections 2209 and 2210 of the Streets and Highways Code, Exchange funds and certain matching monies from the State Highway Account have been apportioned to COUNTY for the construction of an Exchange Dollar project selected by COUNTY and described in Exhibit "A" attached hereto and thereby made a part of this agreement, and

WHEREAS, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit "A", hereinafter referred to as "THE PROJECT" shall be constructed as provided in this agreement.

2. Exchange Dollar Construction may be performed by contract unless otherwise provided in the special covenants.

I hereby Certify that I am duly authorized to execute this Agreement on behalf of the Yolo County Board of Supervisors

Ellen H Kreje 1/26/81

481,000

PD-DLA-202 (9-80)

259	1979	164(a)	1979-80	HC1	N	220	ASO17	322,167
259	1979	164(a)	1979-80	HC1	N	220	ASO17	93,667
259	1979	164(a)	1979-80	HC1	N	220	ASO17	65,166

3. The estimated cost of THE PROJECT is as shown in Exhibit "A". A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of THE PROJECT:

(a) If STATE is to administer THE PROJECT, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, State acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer THE PROJECT, STATE shall pay the proportionate Exchange Dollar and State Matching shares of the eligible participating costs within twenty (20) working days of COUNTY's submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If THE PROJECT is a cooperative project and includes work on a State highway, THE PROJECT shall be the subject of a separate cooperative agreement between the State and the County.

5. The Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable.

6. The Exchange Dollar Funds may be used for any highway construction purpose.

7. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such

category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall, upon request, make an interim refund of the funds known to be in excess.

8. When THE PROJECT includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights-of-Way

1. Such rights-of-way are necessary for the construction of THE PROJECT shall be furnished by COUNTY, and no contract for the construction of THE PROJECT or any portion thereof shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of THE PROJECT, COUNTY shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights-of-way as provided for herein includes, in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost of acquiring rights-of-way and any costs which arise out of right-of-way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Exchange Dollars are to be used for right-of-way, should COUNTY, in acquiring right-of-way for Exchange Dollar improvement, displace an individual, family, business, farm operation, or nonprofit organization, relocation payments and services will be provided as required by California Government Code, Sections 7260-7274.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to THE PROJECT, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on THE PROJECT, required materials, and automative experse provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY's employees shall perform all engineering work. When preliminary or construction engineering for THE PROJECT is performed by STATE, charges therefore shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with State supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in THE PROJECT if such are available therefore.

2. (a) Neither STATE nor any office or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4,

COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement.

3. Auditors of STATE shall be given access to COUNTY's books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State personnel at any time during project development and for a four-year period from the date of final payment under the contract.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in FHPM 144) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section 12 of the LOCAL PROGRAMS MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the State Exchange and State Matching Funds provided for this project, COUNTY will abide by the State policies and procedures pertaining to the Exchange Dollar Program as set forth in Section 19 of the Local Programs Manual.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation
District 03

By E. T. Galligan
ACTING District Director of Transportation

Date 3-5-81

COUNTY OF Yolo

By Robert N. Black
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Peter E. Lucas
Deputy

Approval Recommended:

A. J. Keller
Local Assistance Engineer

ATTEST: PETER McNAMEE, Clerk
Clerk, Board of Supervisors

By Peter E. Lucas
DEPUTY

EXHIBIT A

ARTICLE VII - Project Location and Description of Work Proposed:

Location: Exchange Fund Project X-031(1) in Yolo County on County Road 31 from Road 95 to Road 96.

Net Length: 1.0 Mile

Description of Work: Widen existing two-lane road and bridges

ARTICLE VIII - Proposed Project Funding:

Preliminary Engineering		$35,000
Construction & Construction Engineering		446,000
	Total	$481,000
Funding		
Exchange Funds	$322,167	
State Matching Funds	158,833	
		$481,000

ARTICLE IX - Special Covenants:

This project was Field Reviewed with the State on April 19, 1979. Preliminary Engineering performed subsequent to this date will be eligible for reimbursement.

This County-State Agreement No. 21, Revised supersedes County-State Agreement No. 21 approved by the Board of Supervisors on May 20, 1980.

AGREEMENT NO. 81-54

THIS AGREEMENT, dated for convenience this 24th day of February, 1981, in the State of California, by and between the County of Yolo, a political subdivision, hereinafter referred to as COUNTY and the Spink Corporation, a corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. Government Code Section 65450 and following authorizes the preparation of specific plans as may be required for the systematic execution of the County General Plan.

2. Heretofore, COUNTY has, by Resolution No. 79-207, amended the Yolo County Master Plan by adoption of the Woodland Area General Plan.

3. The Woodland Area General Plan designates a special study area within the Monument Hills Area and provides that development in the specific study area shall only be allowed when a specific plan shall be prepared for the area and is accompanied by an environmental assessment.

4. COUNTY desires to adopt a specific plan and an environmental impact report for the Monument Hills Area and desires the special services of persons specially trained, experienced and expert and competent to prepare the specific plan and environmental report.

5. CONTRACTOR has submitted a proposal to prepare a specific plan and environmental report dated January 29, 1981, (hereinafter referred to as "PROPOSAL") which is incorporated by reference as if set forth at length herein.

6. In reliance on the PROPOSAL and the representations made therein, including those as to the suitability of CONTRACTOR to prepare specific plan

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8215

and environmental impact report, CONTRACTOR's understanding of the project requirements, the unique qualifications of the proposed project team, CONTRACTOR's technical approach, CONTRACTOR's proposed organization and management for the project, and related corporate experience, COUNTY desires to obtain CONTRACTOR's special expert services for preparation of a specific plan and environmental impact report; and CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement does hereby agree to furnish to COUNTY the certain services and materials described in PROPOSAL, including but not limited to, the following:

a. CONTRACTOR shall perform the work set forth in the scope of work and cost estimate section set forth in III. of PROPOSAL, however, the work to be performed does not include the CONTRACTOR's proposal to perform work in connection with responding to comments or additional duties warranted pursuant thereto as identified with additional compensation in Section III.C.4.c. of PROPOSAL.

b. Subject to the provisions of Section 4 of this Agreement, CONTRACTOR shall provide project organization and management as set forth in Section II. of PROPOSAL.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person,

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95617
TEL. NO.: (916) 666-8215

firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7. TERMINATION. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

10. TIME. Time is of the essence of this Agreement.

11. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum of TEN THOUSAND DOLLARS ($10,000.00). Payment shall be made in a single payment upon completion and acceptance by the Board of Supervisors of COUNTY of all work to be performed by CONTRACTOR.

16. TERM. The term of this contract shall commence on execution and delivery of this Agreement, and CONTRACTOR shall complete performance on or before June 30, 1981.

17. DRAWINGS, PLANS AND SPECIFICATIONS. All data, drawings, and reports developed by CONTRACTOR under this Agreement shall become the property of

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

COUNTY. All such data, drawings, and reports shall, at COUNTY's request, be delivered to COUNTY upon payment for such services as have been rendered.

18. ENTIRE AGREEMENT. In the event any services provided for herein are authorized by COUNTY to be performed or caused to be performed by CONTRACTOR prior to the effective date of this Agreement, such services shall be deemed to have been performed under this Agreement. This Agreement, including all exhibits incorporated herein by reference, constitutes the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Dated: March 11, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

By Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

(SEAL)

THE SPINK CORPORATION, a corporation

BY Ronald R. Smith
Authorized Representative

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

THE SPINK CORPORATION
720 F STREET • P.O. BOX 2511 • SACRAMENTO, CA 95811 • (916) 444-8170

OVER FIFTY YEARS OF SERVICE

January 29, 1981

Mr. Robert Wall
Acting Community Development Director
Yolo County Community Development
Agency
292 West Beamer Street
Woodland, California 95692

Dear Mr. Wall:

This letter is written in response to a telephone discussion between you and Mr. Edward McGowan and Ms. Brenda Waters on January 26, 1981. We are most happy to submit our proposal and qualifications to prepare a specific plan and EIR for Lago Del Sol and Yolo Fliers Club Area of Yolo County.

Our firm has in-house expertise and experience in land-use planning and environmental impact reports, including all pertinent factors to this project. We average over 500 projects a year that involve community and land development from the procurement of property by investors to actual sale of houses and/or other facilities.

If selected, we will devote the necessary thrust of our resources to complete the project in an effective and timely manner.

Sincerely,

Robert E. Young
President

Ronald W. Smith
Vice President/Project Director

REY/RWS:mb

I. FIRM EXPERIENCE

The following are a selected list from projects completed by The Spink Corporation that represent specific related experience relevant to the various services required:

PROJECT NAME AND LOCATION	NATURE OF FIRM'S RESPONSIBILITY
Rancho Murieta Consumnes River Parkway Michigan Bar, California	Master planning for 3,500 acres adjacent to the Rancho Murieta Community Development. Planning included a mobile home park for 200 adult and family units, a recreational center, industrial park, townhouse condominiums, subdivisions, equestrian recreational area, ampitheatre, swimming pools, tennis courts and two golf courses.
Arcade Creek Park Sacramento, California	Master planning, surveying, architecture and engineering design, landscape design, construction supervision for landscaping driveways, paths, underground utilities, outdoor recreational facilities, tennis courts, and parking. Phase II included amphitheatre, multi-use building, additional picnic area and bridge.
Old Sacramento Restoration Project Sacramento, California	Master planning, area traffic study, surveying, architecture and engineering design, landscaping and construction inspection for pedestrian boardwalk, roadway improvements, landscape plan, mini-park layout, comfort station, and pavillion.
River Front Park Marysville, California	Planning, architectural design and construction documents for motor bike trails, picnic areas, and operations center. Included comfort stations, utilities, one-half mile access road and paved parking for 200 vehicles.
Campus Commons Sacramento, California	Land-use plan for 600-acre residential and commercial development in Sacramento.

PROJECT NAME AND LOCATION	NATURE OF FIRM'S RESPONSIBILITY
*Downtown and Waterfront Master Plan Antioch, California	Conducted a study and prepared a master plan for the revitalization of the downtown retail center of the community and the adjacent waterfront properties. Included economic, traffic, parking, land-use analysis, EIR and a viable implementation program for revitalizing the City's central business district.
El Dorado Hills Development El Dorado Hills, California	Feasibility study, master plan, EIR, design and construction of water treatment supply system of ultimate 51 mgd capacity. Complete water system included intake and pump from Folsom Lake, treatment, storage and distribution mains for 10,000 acres of community property. Construction surveillance.
City of Galt EIR and Plan Galt, California	Updated general development plan and prepared EIR.
Gold River Sacramento, California	Phase I: Perform general planning and provide plans and specifications for all community development improvements for a 936-acre subdivision, including topographic mapping and boundary surveys, all utilities, streets and water, sewage and drainage. Drainage includes both pipe line and open-channel facilities. EIR.
*Point West Master Plan Sacramento, California	Master planning, design and EIR for motel, office buildings, shopping center, auto service station, professional, light industrial, and residential-recreational components.
McDonnell-Douglas Security Park Sacramento, California	Developed master land-use plan for the redevelopment of an existing 230-acre aerospace complex into an industrial park with parcels ranging in size from .3 to 30 acres. The land-use planning effort included conducting boundary and topographic surveys, mapping, and the design of streets. In addition to planning for the existing 230-acre complex, preliminary land planning has been completed for 3,500 acres of undeveloped land adjoining the aerospace complex

*See exhibits for further details.

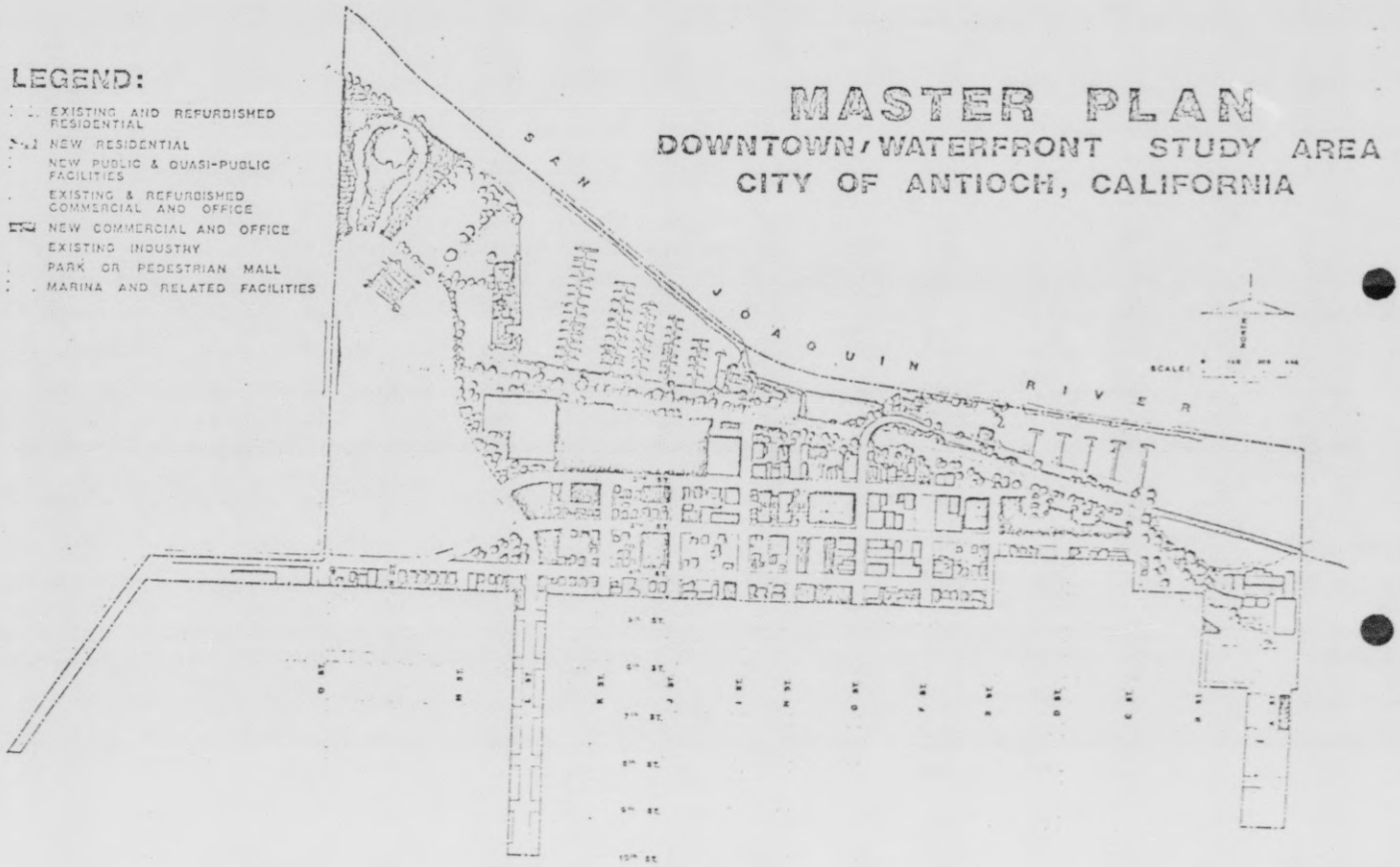
PROJECT NAME AND LOCATION	NATURE OF FIRM'S RESPONSIBILITY
D.Q. University Master Plan Yolo County, California	Master planning, comprehensive report and design for 640-acres for a five-year phased educational and physical facility program. Included inventory of existing facilities; comprehensive facilities plan; EIR; design for 4 colleges, housing, water treatment plant and utilities; capital improvement program and a final report. Included study of existing 5000 foot runway.
Arden Sewer District and County Sewer District No. 2 Sacramento County, California	EIR study for 33 million gallon per day wastewater pumping plant and for mile long force main designed to replace existing wastewater treatment plant now discharging to the American River.
Natomas Sewer Services Area Sacramento County, California	EIR study for 60 million gallon per day regional wastewater treatment plant, interceptor sewers, and outfall proposed to consolidate and treat the flows from ten existing plants and one presently unsewered area.
Yelland Field Ely, Nevada	Involved two projects — one for design and construction supervision of the rehabilitation of the taxiway serving Runway 18/36 and construction of a new parking apron to serve new terminal facilities for air carrier operation. The other project included the design of the new terminal facilities. Preliminary studies and reports included a fire-rescue building, lengthening of Runway 18/36 and changing low intensity lighting to medium intensity runway lighting. Prepared and revised Airport Layout Plan. EIR.
Elko Municipal Airport Elko, Nevada	Prepared Airport Layout Plan. Environmental impact report of surface investigation and pavement analysis of existing runway and taxiway.

PROJECT NAME AND LOCATION	NATURE OF FIRM'S RESPONSIBILITY
Reno Municipal Airport Reno, Nevada	Prepared obstruction chart and EIR.
Jackpot Airport Jackpot, Nevada	Engineering design, preparation of plans and EIR for runway construction.
Instrument Landing Systems: Castle Air Force Base, Merced, CA and Travis Air Force Base, Fairfield, CA	Preparation of plans and specifications for site work, support foundations, equipment shelters, underground 5kV and 12kV primary and 480 volt secondary distribution systems and diesel engine generator emergency power systems.
Repair Airfield Taxiway and Apron Pavement Fallon Naval Air Station, Nevada	Prepared plans and specifications for repair of airfield pavement and taxiway, including spalls, joints, cracks, etc. Conducted feasibility study including alternative design solutions for repair of aircraft parking apron and design of selected alternative, a fiberous reinforced concrete overlay.
Various Projects	Performed services for various projects on Air Force bases involving airfield operations, noise considerations, landowners and residents.

MASTER PLAN

DOWNTOWN/WATERFRONT STUDY AREA

CITY OF ANTIOCH, CALIFORNIA



City of Antioch Downtown/ Waterfront Plan

The City of Antioch, like numerous other communities, faces a problem of a declining central business district. The City has experienced significant population growth. The bulk of this population has settled in new housing developments on the periphery of the City. Retail and commercial centers constructed to serve the new residential development have created shopping patterns within the community that have drawn residents away from the City's central business district.

The Spink Corporation conducted an extensive study of the economic and social objectives and needs of the community. The data generated by this study provided a basis for examining alternative land use mixes and configurations. The final master plan that evolved from this study provides the community with a blueprint with which the central business district can be revitalized over a period of time through a viable, easily buildable and phased development.

The factor that differentiates Antioch from other communities facing similar declines in their central business district is the Antioch waterfront. The community's frontage on the San Joaquin River provides a focal point for redevelopment and tourist-oriented activities. The successful implementation of the master plan is predicated on the development of the small craft marina along the waterfront. The marina and the several hundred boats permanently berthed there, mostly owned by people living outside the community, would serve as a major economic unit requiring a sizeable number of support and service businesses. Additionally, this small craft harbor and its shopping, recreational and restaurant facilities would attract residents of the area into the downtown area once again.

Point West

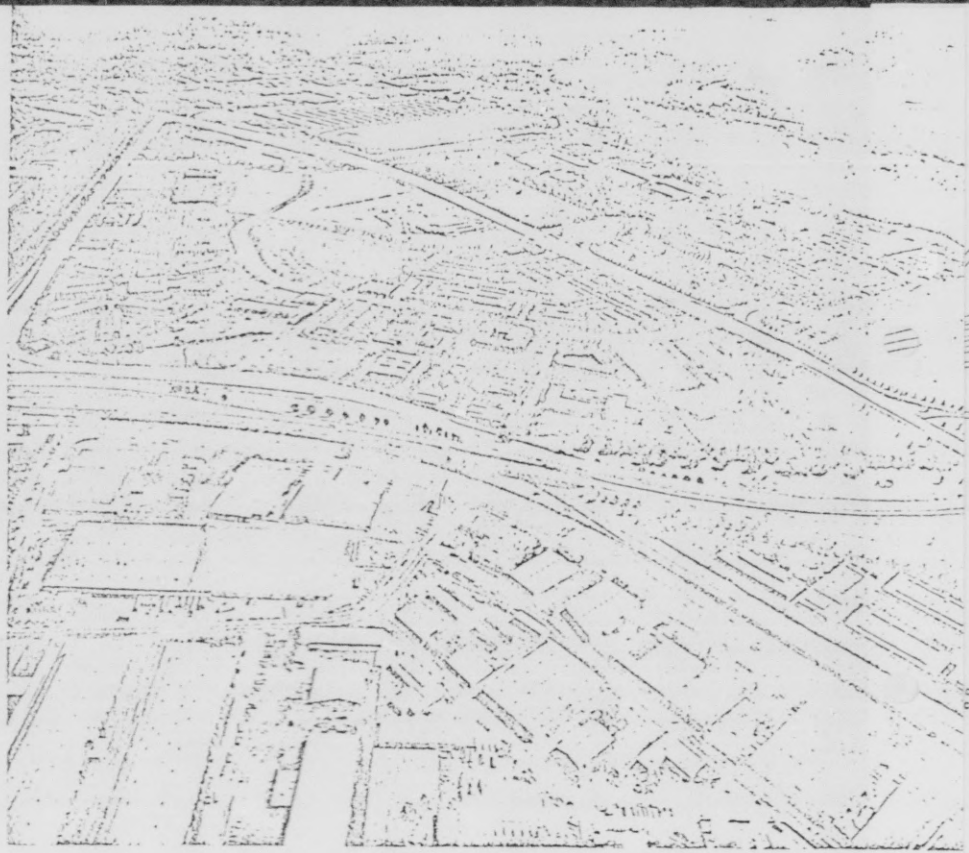
The Point West Master Plan demonstrates the in-house capability of The Spink Corporation to develop a project from its initial conceptual stages through the planning and design phases.

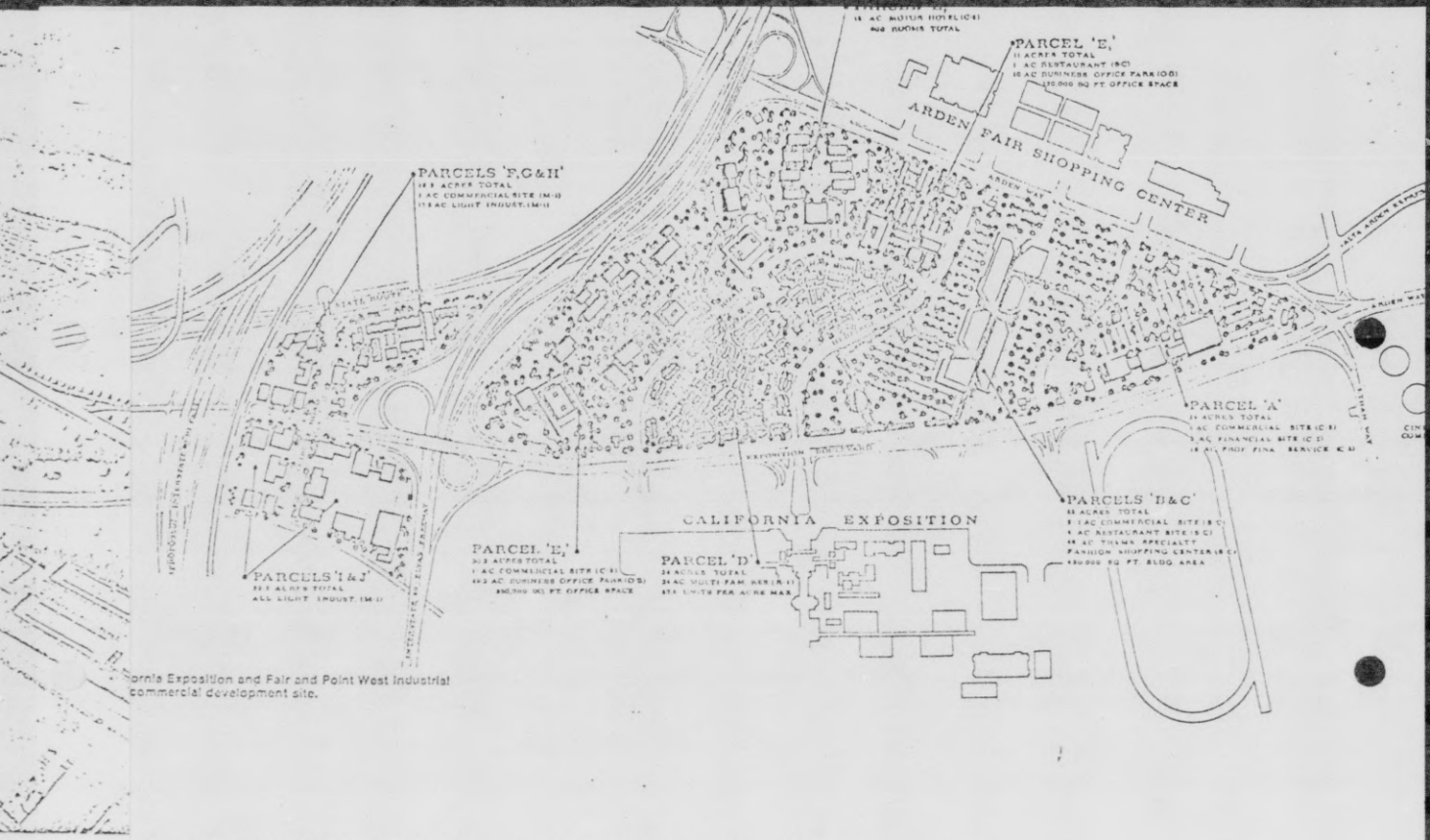
The basic planning criteria for the project distinguished between those factors which were inherent in the site location itself, and those factors which were necessary to market the developments in a successful manner.

- The site is located near the population center of the greater metropolitan area of Sacramento. It affords unparalleled highway access, and is bordered by a major shopping complex and the California Exposition; both of which draw large amounts of commercial traffic.

- The marketing and economic analysis phase of the planning established that the development should include motel, office building, shopping center, auto service station, professional, light industrial, and residential-recreational components.

The final planning resolution evolved into the concept of a functionally integrated urban center, with a highly unified interior environment, while, at the same time, relating to, and taking advantage of, the developments in the surrounding community.





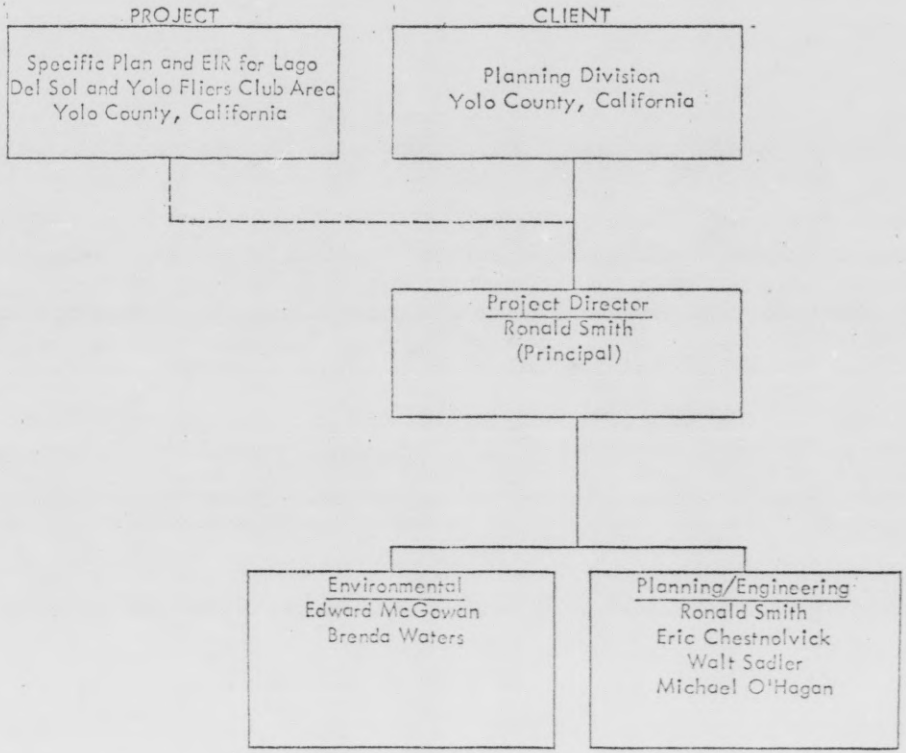
ornia Exposition and Fair and Point West Industrial
commercial development site.

t West exemplifies our team approach to
ning, the end result of which was a
hesis of technical, financial, aesthetic,
ronmental, and socio-logical disciplines.
igned to span a development period of 10
rs, it necessitated long-range projections
full consideration of the changing trends in
e values.

Our planning included completion of the "Development Guidelines," a document defining the procedures for planning approval of each component development, setting the environmental and building standards, landscaping criteria, and uniform sign regulations.

II. ORGANIZATION AND PERSONNEL QUALIFICATIONS

ORGANIZATION CHART



7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:

RONALD W. SMITH, VICE PRESIDENT

b. Project Assignment:

PROJECT DIRECTOR AND PRINCIPAL-IN-CHARGE

c. Name of Firm with which associated:

THE SPINK CORPORATION

d. Years experience: With This Firm 8 With Other Firms 10

e. Education: Degree(s) / Year / Specialization

B.S./1962/CIVIL ENGINEERING, SACRAMENTO STATE UNIVERSITY
M.B.A./1967/BUSINESS ADMINISTRATION, SACRAMENTO STATE UNIVERSITY

f. Active Registration: Year First Registered/Discipline

1965/CIVIL ENGINEER, CALIFORNIA
1968/CIVIL & HYDRAULICS ENGINEER, WASHINGTON
1976/CIVIL ENGINEER, OREGON

g. Other Experience and Qualifications relevant to the proposed project:

Experienced hydrologist, hydraulics engineer, and sanitary engineer.

1972 - Present: THE SPINK CORPORATION

Project Engineer for a variety of municipal and public works projects; feasibility study for solid waste disposal for City of Sacramento, Project Engineer for studies and design of wastewater collection, treatment and disposal for County of Placer and Newcastle Sanitary District; studies and design of domestic water system improvement project for Mather Air Force Base; studies and design for major ($400,000 million) wastewater management and consolidation project for Sacramento Regional County Sanitation District including full management responsibility for $10.2 million City Interceptor design, $6.2 million Dry Creek Interceptor and $8.5 million Pioneer Interceptor design, a major component of the Sacramento Combined Wastewater Project for collecting, treating and disposing of combined storm water and sanitary flows from metropolitan City of Sacramento (population 250,000+). During 1972, performed preliminary water study for Lake Natoma community development (750 acres) for City of Folsom; design of major residential subdivisions, including hydrologic and hydraulic analysis for pipe and open channel drainage facilities.

1968 - 1972: State of Washington, Department of Fisheries

Chief Hydrologist for research projects on flow regulation; design of erosion control facilities and flow regulating structures. Chief of Stream Improvements Division responsible for design, maintenance, and operation of flow control facilities, channels, and hydraulic structures. Manager of State program for regulation and approval of all in-stream construction activities.

1962-1968: California Department of Water Resources

Design engineer for canals and regulating structures, hydraulic analyses, pipeline design, research project to evaluate fish guidance systems.

7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:

EDWARD McGOWAN, ENVIRONMENTAL SCIENTIST

b. Project Assignment:

ENVIRONMENTAL SCIENTIST

c. Name of Firm with which associated:

THE SPINK CORPORATION

d. Years experience: With This Firm 1 With Other Firms ___

e. Education: Degree(s) / Year / Specialization

B.S./1970/AGRICULTURE AND ENVIRONMENTAL SCIENCE
PH.D CANDIDATE, ENVIRONMENTAL ASPECTS: INTERNATIONAL DEVELOPMENT

f. Active Registration: Year First Registered/Discipline

1972/AGRICULTURAL PEST CONTROL ADVISOR, CALIFORNIA

g. Other Experience and Qualifications relevant to the proposed project:

Environmental specialist with Santa Barbara County for development and review of environmental documents pursuant to CEQA Guidelines. Has provided written and oral testimony before the committee and managed large studies under contract to the County of Santa Barbara. Conducted economic and legal research relating to environmental and jurisdictional problems impacting airports within Santa Barbara County, including review of the draft ALUP.

As an environmental scientist with Environmental Defence Center, Santa Barbara, conducted comprehensive analysis of the USDA Forest Service national planning proposal for the Los Padres National Forest.

Environmental scientist and program coordinator for Division of International Development for health and environmental assessment of the Gambia River Basin Transportation and Development Project, West Africa.

Environmental scientist/consultant to Library of Congress for its major report to the U.S. Congress on the extent of environmental sensitivity within the governments of developing nations as well as within the donor community.

Senior Environmental Scientist under personal services contract to prepare the Country Environmental Profile on Somalia, coordinate all USAID/IBRD joint development projects and prepare the environmental review papers for all existing and proposed USAID/IBRD development projects.

Member of California State Department of Food and Agriculture's long-range planning team. Reviewed energy needs and alternatives, food utilization, irrigation and pesticides.

Environmental Scientist on IBRD/USAID/SIDA appraisal team of Ethiopia's agricultural Minimum Package Program, Phase II. Negotiant with Ministry for USAID on matters relating to program's compliance with the U.S. environmental Policy Act. Author of project environmental assessment as well as the county environmental profile.

Administrative Analyst for California's Legislative Analyst Office responsible for all program and fiscal matters relating to Agricultural and Resources Agencies, principally the Department of Food and Agriculture and agricultural programs receiving subventions from the state. Responsible for analysis of all fiscal legislation relating to agriculture.

Hearings Officer for Sacramento County Noise Control Hearing Board (1977-79).

7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:

BRENDA JEW WATERS, PLANNER

b. Project Assignment:

ENVIRONMENTAL PLANNER

c. Name of Firm with which associated:

THE SPINK CORPORATION

d. Years experience: With This Firm 1 With Other Firms 2

e. Education: Degree(s) / Year / Specialization

B.S./1975/ENVIRONMENTAL PLANNING AND MANAGEMENT, UNIVERSITY OF CALIFORNIA, DAVIS

f. Active Registration: Year First Registered/Discipline

MEMBER, AMERICAN PLANNING ASSOCIATION
FULL MEMBER, ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS

g. Other Experience and Qualifications relevant to the proposed project:

The Spink Corporation
Since employed with The Spink Corporation, has assisted in the research and preparation of environmental impact reports on engineering projects, such as roads, residential and commercial developments.

George S. Nolte and Associates
Prepared environmental impact reports on wastewater treatment facilities in Madera County and the City of Patterson:

1. Draft subsequent environmental impact report, City of Patterson, California, improvements to wastewater treatment facilities (March, 1979).
2. Final subsequent environmental impact report, City of Patterson, California, improvements to wastewater treatment facilities (May, 1979).
3. Reports include: Draft subsequent environmental impact report, Madera County Maintenance District No. 22A wastewater treatment and disposal facilities improvements (January, 1979).
4. Final subsequent environmental impact report, Madera County Maintenance District No. 22A wastewater treatment and disposal facilities improvements (June, 1979).

County of Madera
Researched and prepared environmental impact reports and staff reports on engineering projects such as subdivisions and sewage treatment facilities. Also was in charge of the development and revision of the Madera County General Plan elements.

7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:

ERIC CHESTNOLVICK, LANDSCAPE ARCHITECT/PLANNER

b. Project Assignment:

PLANNER

c. Name of Firm with which associated:

THE SPINK CORPORATION

d. Years experience: With This Firm 2 With Other Firms 2

e. Education: Degree(s) / Year / Specialization

1977/BACHELOR OF LANDSCAPE ARCHITECTURE, LOUISIANA STATE UNIV.
1973/BACHELOR OF ARTS, UNIVERSITY OF ALABAMA

f. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

Mr. Chestnolvick is responsible for planning of residential communities and industrial and commercial complexes. Additionally, he is responsible for design and coordination of landscape architecture with other disciplines for planning, architectural and engineering projects.

Prior to joining The Spink Corporation, Mr. Chestnolvick served as a landscape architect for a number of commercial, residential and government projects. His experience includes layout and design of landscape systems for both exterior and interior environments. Further, he is experienced in coordinating the development of projects between local, state and federal agencies and between the agencies and the public.

a. Name & Title:

b. Project Assignment:

c. Name of Firm with which associated:

d. Years experience: With This Firm ___ With Other Firms ___

e. Education: Degree(s) / Years / Specialization

f. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:
WALTER E. SADLER, CIVIL/SANITARY ENGINEER

b. Project Assignment:
CIVIL/SANITARY ENGINEER

c. Name of Firm with which associated:
THE SPINK CORPORATION

d. Years experience: With This Firm 2 With Other Firms 8

e. Education: Degree(s) / Year / Specialization
M.S./1975/ENVIRONMENTAL ENGINEERING
B.S./1971/CIVIL ENGINEERING

f. Active Registration: Year First Registered/Discipline
1976/CIVIL ENGINEER, CALIFORNIA (#C-26378)
1975/WATER TREATMENT OPERATOR, GRADE 3, CALIFORNIA (#4389)

g. Other Experience and Qualifications relevant to the proposed project:
With The Spink Corporation, has been Project Engineer for the design of the Dry Creek Interceptor which is one of five interceptors designed by The Spink Corporation, a partner in Sacramento Area Consultants for the 400 million dollar Sacramento Regional Wastewater System.

1977-1978
Project Engineer, Storm Engineering/Spray-Waste, Inc., Davis, California: Preparation of project reports for Clean Water Grant Projects. Responsible for design review and design of on-site wastewater disposal systems for a Septic Tank Maintenance District, collection of Infiltration and Inflow (I & I) data, and preparation of I & I reports. Responsible for the initial set-up and certification by the California State Department of Health, of a bacteriology laboratory.

1976-1977
District Engineer, Las Gallinas Valley Sanitary District, San Rafael, California: Directly responsible to the District Board of Directors for technical input, including but not limited to preparation and presentation of staff reports, evaluation of alternatives and review of the ongoing Subregional Facilities Planning (201).

Was a member of the citizens advisory committee for the review of an EPA funded (201) project report for an on-site sewer maintenance district (Stinson Beach, California).

Was the project engineer responsible for design review of engineered on-site wastewater treatment and disposal systems for an on-site sewer maintenance district (Stinson Beach, California).

1974-1976
Technical Engineer, Marin Municipal Water District, Corte Madera, California: Preparation of technical reports and recommendations concerning water quality; engineering duties related to the design, optimization, operation and maintenance of water treatment and distribution facilities.

1967-1970
Foreman, Water Treatment and Supply, U.S. Army:
Supervision, maintenance and operation of field water treatment and supply units.

Investigated the water quality requirements for aquaculture, and methods of attaining the required quality. Built, operated and monitored a closed-loop sea water aquaculture system. Monitoring was performed using wet chemical and instrument analyses methods.

In both bench and pilot scale tests, the possibility of a deficiency in trace elements in incoming wastewater was investigated as the cause of the growth of filamentous organisms in an activated sludge biomass. Monitoring of the biomass was performed to determine the effects of trace element addition on diversity of the microorganism species.

Participated in a literature review and development of representative constituents and quantities of industrial waste discharge from various Standard Industrial Classifications (SIC). Data developed was used to make projections of future water intake, wastewater discharges and waste loads by SIC for each of the 12 counties in the San Francisco Bay Region.

7. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for this Project

a. Name & Title:

MICHAEL O'HAGAN, ENGINEER

b. Project Assignment:

TRAFFIC/NOISE/AIR QUALITY STUDIES

c. Name of Firm with which associated:

THE SPINK CORPORATION

d. Years experience: With This Firm 2 With Other Firms 6

e. Education: Degree(s) / Year / Specialization

B.S./1973/GENERAL ENGINEERING, UNITED STATES MILITARY ACADEMY, WEST POINT, NEW YORK

f. Active Registration: Year First Registered/Discipline

—

g. Other Experience and Qualifications relevant to the proposed project:

Since joining the firm in 1979, Mr. O'Hagan has worked on various projects including design of subdivisions and port bulk material handling facilities. He also has an expanding background in environmental reports.

The following is a list of representative projects in areas of environmental concern:

1. Route 148 EIR: On this on-going project involving a proposed traffic corridor through south Sacramento, has made extensive studies of traffic, noise and air quality impacts generated as a result of the proposed project.

2. Placer Center EIR: Investigated and analyzed the air quality and noise impacts involved with the operation of a commercial, office and light industrial complex in Roseville, California.

3. Kaiser Medical Facility: Performed a Carbon Monoxide "Hot Spot" analysis for a proposed expansion to an existing medical facility in Roseville, California, surrounded by a freeway and two major traffic arterials.

4. Carlos Bee Boulevard Extension: On this City of Hayward feasibility study, accomplished air and noise studies involving the various alternative realignments of a major arterial around the campus of California State University, Hayward.

5. Aegean Gardens Development: This development required a noise analysis for a proposed townhouse project bounded on one corner by a major existing pumping plant operated by the City of Sacramento.

6. Oakbrook Village: This project in the City of Sacramento, involved the noise analysis of a proposed subdivision with an interstate freeway along one of its boundaries. The analysis included determination as to size and location of walls necessary to insure conformance with local noise ordinances.

2. Contacting potentially affected agencies and entities

a. Service Agencies

Contacting following agencies to determine if Lago Del Sol or developed alternatives will ave a net positive or negative impact. Based on findings, propose mitigation and discuss alternatives: fire, police, schools, olid waste, transportation/circulation systems, public works, health/water, and aeronautics.

b. Other Entities

Contacting following entities to determine if Lago Del Sol or developed alternatives will ave a net negative or positive impact.

(1) Surrounding agricultural enterprises.
(2) Surrounding mining enterprises.
(3) Surrounding commercial enterprises.
(4) Surrounding residential areas.

3. Analysis of Data and Information Gather in 1 and 2, above.

a. A cost benefit analysis will be performed relating to service agencies and potentially npacted other entities. This analyses will review tax revenues generated by Lago Del Sol and the developed alternatives r the plan area. Findings will be considered in relationship to project demands for such services and related costs. The nalyses will also entail environmental appraisals of the proposed project and alternatives.

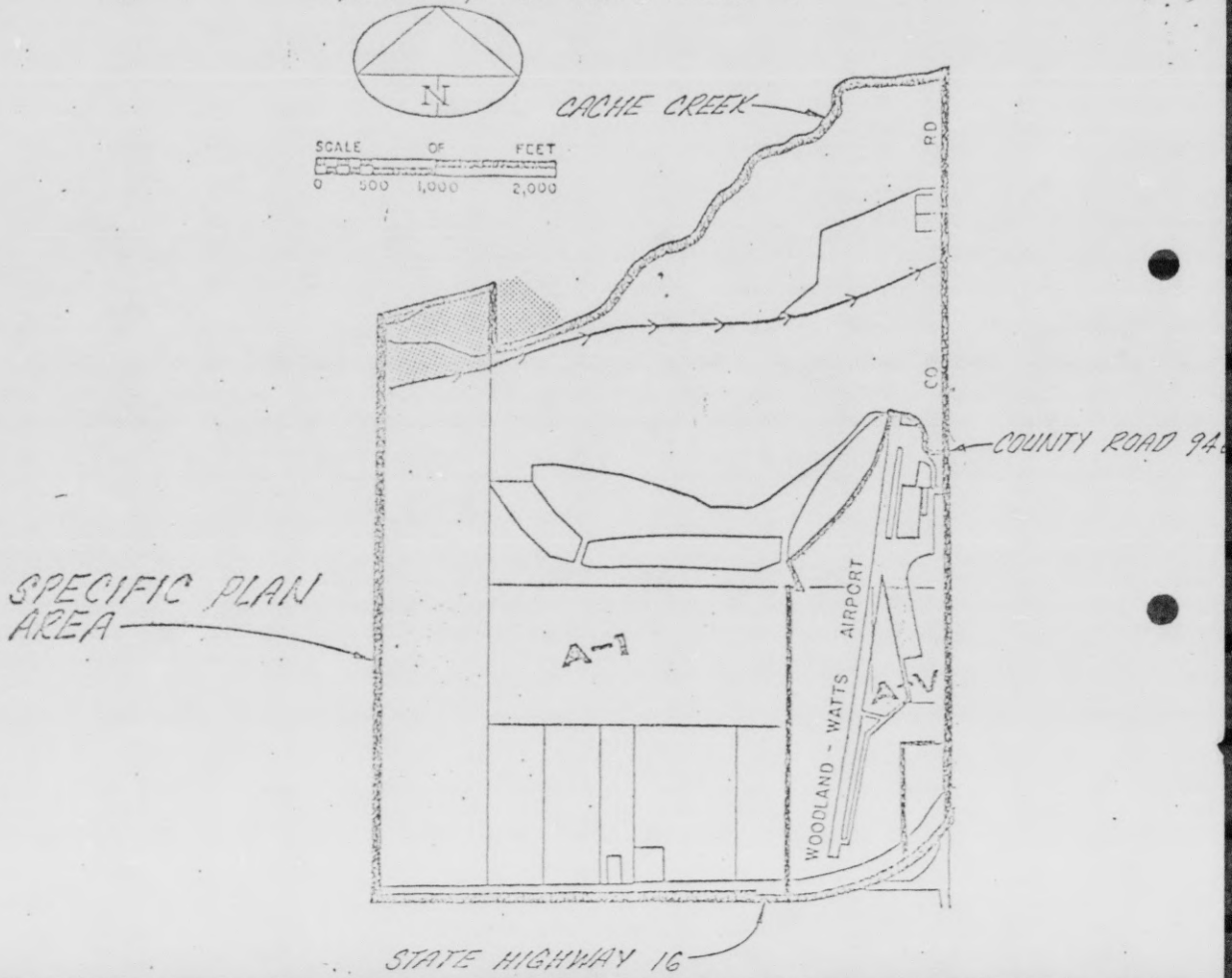
b. Based on the analyses of 2,a above, a specific plan for the area will be developed as well an EIR for Lago Del Sol and the identified alternatives. The plan and EIR will discuss adjacent areas. Within two weeks the contract date, the consultant will present a description of the plan to Yolo County Planning.

4. Specific Plan/EIR

a. The specific plan will compare the proposed use and developed alternatives with goals and olicies found in the Yolo County General Plan. The specific plan will develop land-use and density standards, circulation andards, standards relating to potential noise impacts, standards and economic considerations for service and emergency gencies, open space standards and energy considerations.

FIGURE 1

Specific plan area



III. SCOPE OF WORK AND COST ESTIMATE

A. Introduction

The Spink Corporation has been asked to submit a proposal and qualifications for a Specific Plan and EIR for the defined area in Figure 1, shown on the following page.

The specific plan will be developed with the proposed project (Lago Del Sol) as one alternative land-use for the plan area. It is intended that the document produced function as a combined document, i.e., meeting the requirements for both an EIR and a specific plan. This will be done to facilitate understanding as well as shorten review time.

B. Statement of Understanding

Based on discussions with City and County staff, as well as an understanding of the proposed Lago Del Sol Project, the specific plan and EIR will seek to address the following:

1. Is the proposed Lago Del Sol Project, as part of the plan area, consistent with appropriate land-use planning for the specific planning area?

2. What are the most reasonable uses for the planning area? Alternatives to be developed.

3. Will, as proposed, Lago Del Sol be self-sufficient or will there be uncosted impacts on non-project systems and services?

4. Is internal design and its impacts on non-project systems within acceptable environmental and economic limits?

The third point entails various analyses of adjacent service districts and units. Thus, the document(s) to be produced will contain substantially more economic analyses than generally found in either an EIR or a specific plan.

Within two weeks of the contract award, the contract planners will provide the Yolo County Planning Department with a description of the project. Based on review of comments by the county of such description, the contract planner will initiate development of the specific plan which will be closely followed by initiation of the EIR.

C. Scope of Work

Scope of work and review of documents/data are pursuant to points 1-4 of Statement of Understanding.

1. Review of Documents* and existing data for study area and surrounding areas within defined geographic sphere of influence**.

a. County: Planning/community agency/public works/health

(1) General plan and related documents.
(2) Transportation/circulation/air quality.
(3) Budgets of potentially affected assessment districts.
(4) Census and housing data.
(5) Flood and hydrology.
(6) Agricultural preserve and income stream from surrounding area.
(7) Public schools: fiscal and demographic.

b. City: Planning/schools/budget department

(1) General plan for Woodland area.
(2) Draft master EA — Woodland.
(3) School fiscal and demographic data.
(4) Review budgets and policies of districts potentially impacted by project, i.e., fire, police, schools, solid waste, and public works.
(5) Review housing availability.
(6) Review alternative sites within city for a 300-400 home development.

*The scope of work is intended to be limited to a synthesis and correlation of existing documents. Analyses based on the above will be limited to such available documentation. No primary studies are included.

**Sphere of influence includes the area described by the Monument Hills EIR, a residential area southeast of the project, the residential area immediately east of the project; gravel mining areas north of the project and agricultural lands.

The specific plan will address those elements of the General Plan for Yolo County which are deemed necessary to and consistent with orderly land-use planning. In addition, energy considerations will be addressed. The Woodland General Plan contains eight elements (energy element absent). Of this plan, the urban development or housing element is perhaps one of the more directly related to the project at hand. Briefly, the elements and considerations are as follows:

(1) Circulation Element: Correlates land-use and transportation routes. Woodland is expected to increase in population 126% by 2000. The employment base is expected to increase by 290% by 2000. Whether or not this means a substantial in-mitigation of commuters from outlying areas is unclear. It is evident, however, that circulation in Woodland will become more impacted, especially State Highway 16, which continues west from the project site. In light of future development along this corridor, an appraisal of circulation needs and project access to both County Road 94B and thence to Highway 16 as well as access directly to State Highway 16 will be conducted. Based on these analyses, locations and standards for streets/mitigation will be proposed for Lago Del Sol and developed alternatives.

The proposed plan for Lago Del Sol contains two ingress/egress points. One of these crosses above the northern end of the Woodland-Watts Airport runway. Although there are now 90 aircraft based at the airport, CalTrans reports that the capacity is 175 aircraft. Based on 10 daily trip ends per dwelling unit, about 3000 ADT are projected for Lago Del Sol. If 1/2 of these utilize the northern entrance above the runway, some determination of hazard is warranted.

(2) Historic Preservation Element: Of major concern would be any archaeological sites within the project area. The area is bounded on the north by Cache Creek, an area of high probability for archaeological sites. A known site is immediately north of the Yolo Fliers Club. As part of the specific plan, procedures for identification and protection of archaeological and historic sites will be discussed.

(3) Housing Element: This Woodland MEA discusses the existing and projected housing needs. The plan and EIR will discuss the extent that Lago Del Sol and developed alternatives for the plan area affect these projections. Because municipalities are dependent in part on revenues derived from property tax, the plan and EIR will discuss impacts on costs/revenues accruing to the plan's alternatives, including Lago Del Sol.

(4) Noise Element: Based on total utilization of the airport, i.e. 175 aircraft rather than the current 90, an estimate of impact is warranted. This would involve a worst-case scenario and would include the impact of changing the approach/departure pattern proposed by Lago Del Sol. As State Highway 16 traffic increases, the noise level from this line source is expected to increase. The plan and EIR will review projected traffic through 2000 and recommend standards for development next to the noise sources.

(5) Open-Space Element: Based on policies and directions of this element, determine if Lago Del Sol and developed alternatives for the plan area are consistent with open-space goals. Determine if the proposed development might act as a precedent for future developments which may or may not be in accord with open-space goals and policies. With respect to internal design of Lago Del Sol, a review of open-space planning will be conducted. This will determine if it is within the limits established by the General Plan and specific plan as well as providing an adequate quality of life. On this latter point, a review of landscape practices and funding is warranted. Use of sewer effluent on narrow east-west fairways when considering north-south winds may require special design.

(6) Recreation/Parks: Leisure time activities are linked with energy consumption. The plan and EIR will analyze the potential impacts of the proposed project and developed alternatives for the plan area. For example, would the proximity to Yolo Fliers' Club golf course and potential for membership among Lago Del Sol residents shift impacts on surrounding recreational facilities. Would the project, by also including a golf course provide a broader range of recreational opportunities?

(7) Safety Element: The Government Code Section 65302(i) states, "A Safety Element for the protection of the community from fires and geologic hazards including features necessary for such protection as evacuation routes, peak load water supply requirements, minimum road widths, clearances around structures, and geologic hazard mapping in areas of known geologic hazards."

The specific plan and EIR will need to address, among other issues: seismic geologic risks, especially liquification and shrink/swell soils as well as the impact on the proposed development and alternatives; ground water and the hydrology with respect to draft, quality, use, and recharge; the circulation, engress, igress with respect to safety hazards and emergency equipment; and the cost/revenue impacts on project and non-project agencies and systems, and the potential impacts of growth in the greater Woodland area on the project and vice versa.

(8) Land-Use Element: This element would require a statement of standards of population density and building intensity. In addition, the element requires identification of areas subject to flooding. The specific plan and EIR will discuss recommended standards and criteria for future land-use patterns for the plan area. In addition the document(s) will discuss various relationships to social, economic and environmental goals as such might relate to Lago Del Sol and the developed alternatives of the plan area.

(9) Energy Element: Many local agencies are adopting energy ordinances which require southern exposure of a majority of units in a development. While Lago Del Sol has a generally east-west orientation for its streets, about 35% of the SFD residents are not orientated for maximum solar access. Additionally, although the project shows a community service center, it is unclear what services are to be offered. The Woodland MEA indicates that the average VMT per trip is about 2.8 miles. This accrues partially to the proximity of the residential areas to the service

areas. With Lago Del Sol, separated by 5-6 miles from Woodland's service core, one could expect a potentially substantial increase in energy consumption. It would be possible to offset this disparity by substantially reducing energy requirements for the homes themselves. The plan and EIR will address these and other issues involved and include a discussion of the impacts on energy.

b. The EIR will evaluate the proposed project and developed alternatives in light of standards developed in the specific plan. Subjects to be evaluated in the EIR will include, but not be limited to the following. Further studies will be dependent upon discussion with Yolo County Planning.

(1) Services: Per discussion in the MEA for Woodland, services are expected to be severely impacted as build out is reached over the next twenty years. Much of the projected expansion is eastward. The expansion in this direction will affect Lago Del Sol in two basic ways. Emergency back-up services will be (1) spread more thinly by virture of the doubling of population and (2) the overall service area will be shifting further away from Lago Del Sol. Under these conditions the geographical extremes of the service area, when Lago Del Sol is considered, are greatly extended.

(2) Traffic/Air Quality: Energy consumption and auto emissions are related in part to factors of miles travelled, speed, and engine heat. The author of the DEIR on Lago Del Sol estimates about 50% cold start. This factor coupled with the longer travel distance (estimated average for Woodland residents is 2.8 miles/trip), will be addressed in relation to the areas, air quality and energy consumption. Circulation from the plan area will consider Lago Del Sol and the developed alternatives for the plan area.

(3) Educational Facilities: Educational facilities in Woodland, while not yet impacted, are expected to become so. Lago Del Sol, as a community will be composed of families, principally from the business and professional areas. The impact on schools may be such that college prepatory educations are the elected choice. If this is the case, the study would review capacities within the various districts to define which districts would most likely offer college preparation. Whether or not one school district or another would be adversely or beneficially affected will depend upon the shifts in population. These shifts are expected to result from alternative uses within the project area, i.e., Lago Del Sol as but one alternative. Furthermore, if, as indicated in the Lago Del Sol DEIR, most of the population of the proposed community is derived from Woodland, there would be a different impact — most children, if their parents did not move, would be attending or going to attend Woodland schools.

The study plan then would need to review the likely source and type of the new population for a Lago Del Sol type development and for the alternatives to be determined.

(4) Tax-based Revenues: There has been some discussion relating to tax-based revenue of the new development — the impact on user services outside of the new development and the impacts of such service demand on the City of Woodland. If the majority of new residents in Lago Del Sol come from the business and professions, and are moving from homes the ownership of which pre-dates Proposition 13, then there may be a positive aspect. This will accrue to the City of Woodland as the tax base upon sale shifts from a Proposition 13 base to a market value base. There may be a multiplier effect as internal shifting occurs through people upgrading their housing. To the extent that this occurs, the negative impacts perceived may be minimized.

(5) Compatibility of proposed development and its alternatives with surrounding agricultural and mineral operations: Currently, most agricultural operations are unable, within economic constraints, to maintain the spray/dust of agricultural operations within the confines of the farmed property. To the extent that noxious, hazardous, or unwanted odors, dusts, materials, etc. drift to adjoining properties, and depending upon the sensitivity of those properties, there may exist an incompatability. Movement of unwanted substances from one property to another may constitute trespass — an enjoinable act. The question thus arises, will Lago Del Sol be compatible with adjoining agriculture, and if not, is this adverse. If it is found adverse, will the incompatability cause a tendency to give up agriculture on those adjoining lands, the owners of which might then opt for development?

Does a similar scenario affect those surrounding single-family residents with livestock, or the gravel mining operations? Further, it would appear that some conflict may exist with the airport and its current operations.

The above scope of work is provided to produce draft document(s) in Draft Specific Plan and Draft EIR.

c. The fee estimate to accomplish the above is $10,000.00 Because of the nature of the project, it is not possible to determine time and costs associated with responding to comments at hearings as well as additional studies warranted pursuant thereto. We estimate that finalizing the documents could involve approximately $4,000.00 in additional time and materials if the project is highly controversial. If not, the draft documents would be of sufficient quality for in-house finalization by Yolo County staff.

KENT N. CALFEE
DAVID MICHAEL YOUNG

CALFEE & YOUNG
A PROFESSIONAL CORPORATION
ATTORNEYS
203 COURT STREET
WOODLAND, CALIFORNIA 95695

TELEPHONE
(916) 666-2185
MAILING ADDRESS
P. O. BOX 1201

FILED
MAR 11 1981
PETER McNAMEE, Clerk
By [signature] DEPUTY

March 3, 1981

RECEIVED
MAR 4 1981
COUNTY COUNSEL

Mr. Lee Humes
Deputy County Counsel
County of Yolo
P. O. Box 127
Woodland, California 95695

Re: Specific Plan Study for Monument Hill Area
Hilger Co.

Dear Mr. Humes:

Confirming my conversations with Mr. Wall and you, our client, Hilger Co., agrees to pay one-half ($\frac{1}{2}$) of the contract cost, not to exceed $5,000.00, of the Specific Plan Study for the Monument Hill Area with the Spink Corporation. It is our understanding that the cost of such study is $10,000.00.

Per our discussions, Hilger Co. will reimburse the County for the second of the two installments on the contract, upon billing therefor by the County.

This agreement to share the expenses of the Study is made pursuant to the provisions of apportioning such costs between the governmental agency and the landowners or those having an interest in the land to be so studied.

Very truly yours,

CALFEE & YOUNG
A Professional Corporation

David Michael Young

sfp

cc: Hilger Co.

NOV 5 1980

BK

FILED

APR - 6 1981

PETER McNAMEE, Clerk

By Anna Balvan, Deputy

FIRST AMENDMENT TO JOINT POWERS AGREEMENT FOR COOPERATIVE AUDIT PROGRAM FOR NORTHERN CALIFORNIA COUNTIES

AGREEMENT NO. 81-55

THIS FIRST AMENDMENT TO JOINT POWERS AGREEMENT entered into in 1975 and 1976 by and between the County of Contra Costa, County of Monterey, County of Sacramento, County of San Benito, County and City of San Francisco, County of San Joaquin, County of San Mateo, County of Santa Clara, County of Siskiyou, County of Humboldt, County of Solano, County of Sonoma, County of Stanislaus, County of Sutter and County of Yolo, bodies corporate and politic;

W I T N E S S E T H:

WHEREAS, the above parties entered into a Joint Powers Agreement during 1975 and 1976, providing for a cooperative audit program of taxpayer business property records; and

WHEREAS, since the entering into said Agreement the direct costs of providing audits have increased through inflationary pressures to the extent the parties thereto consider it necessary to increase audit rates;

NOW, THEREFORE, for and in consideration of the following conditions, the Agreement is amended as follows:

I. Exhibit "A", Schedule of Fees, is amended to read as follows:

EXHIBIT A

SCHEDULE OF FEES

A. SERVICES. The party performing services under the terms of this Agreement shall charge the party for whom such services are

performed $12.00 per hour beginning July 1, 1980, and adjusted annually each subsequent July first based on the Bay Area Consumer Price Index, for each hour said performing party is actually engaged in the performance of the services requested, including the time taken to travel to and from the location or locations at which said services are rendered. Fees for services rendered and travel for fractions of an hour shall be prorated accordingly. In the event that the services are being performed on behalf of more than one of the parties to this Agreement, including the performing party, such fees shall be prorated according to the formula set forth in Section C of this Exhibit A.

B. TRAVEL, LODGING, MEALS AND OTHER RELATED INCIDENTAL EXPENSES IN CONNECTION WITH SERVICES.

1. IN-COUNTY SERVICES. The party performing the services shall not charge the party for whom such services are performed for the costs of travel, lodging, meals or related incidental expenses incurred in the course of performing the requested services where such services are performed wholly within the county performing such services.

2. OUT-OF-COUNTY SERVICES. The party performing the services shall charge the party for whom such services are performed the actual allowable expenses necessarily incurred for the costs of travel, lodging, meals and for related incidental expenses in the course of performing the requested services where such services are performed out of the county performing the services. In the event the services are being performed for more than one of the parties to this agreement, including the performing party, such expenses shall be prorated according to the formula set forth in Section C of this Exhibit A.

C. PRORATION. (1) In the case of travel within the county of the performing party, charges for travel time at the rate specified in Paragraph A of Exhibit A shall be prorated to the parties for whom the services are performed, including the performing party, on the basis of the hours of audit or appraisal time performed for the respective parties.

(2) In the case of travel outside the county of the performing party, the costs of travel shall be allocated to the various parties for whom services are performed, including the performing party, on the following basis: To the costs of travel, lodging, meals and incidental expenses actually incurred by the performing party, there shall be added the charge for services on the basis of an eight-hour day or fraction thereof for time spent in travel on work days required for a continuous trip. The total of such costs shall be divided by the total service hours spent on behalf of the performing party and all requesting parties to establish an hourly charge for travel expenses of a continuous trip. Such hourly charge multiplied by the service hours performed for each requesting party shall be the charge by the performing party to the requesting party for a pro rata share of the total travel expense.

D. APPEARANCES AT HEARINGS. In the event personnel performing services under the terms of this Agreement are called as witnesses at any proceeding in which the assessment resulting from such service is challenged, the public entity calling such personnel shall reimburse the party employing such personnel for the expenses of travel, lodging, meals and related incidental expenses necessarily incurred by the employing party plus the hourly rate set forth in Section A of this Exhibit A during the time that such personnel are traveling to and from the loca-

tion or locations at which such testimony or evidence is given and the time spent at such location or locations preparing for and giving such testimony or evidence.

II. It is hereby agreed that all of the terms and provisions of the original agreement shall remain in full force and effect, except as to the provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Joint Powers Agreement as of the day and year first above written.

COUNTY OF CONTRA COSTA

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY OF SACRAMENTO

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY OF SAN BENITO

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY AND CITY OF SAN FRANCISCO

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY OF SAN JOAQUIN

BY _____
Chairman, Board of Supervisors

Attest: _____
DEPUTY CLERK
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY OF SAN MATEO

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:
_____

COUNTY OF SANTA CLARA

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors
DONALD M. RAINS

Approved as to form:
_____
Byron D. Athan
Deputy County Counsel - 1-12-81

JAN 27 1981

COUNTY OF SOLANO

BY Richard Brann
Chairman, Board of Supervisors

Attest: Paula Cooper
Deputy Clerk, Board of Supervisors

Approved as to form:
Walter Holdwiger
County Counsel

COUNTY OF SONOMA

BY Eva Koenigs
Chairman, Board of Supervisors

Attest: Eve J. Lewis
Clerk, Board of Supervisors

Approved as to form:

COUNTY OF STANISLAUS

BY George Sc Carnichi
Chairman, Board of Supervisors

Attest: Phyllis Johnston
Asst. Clerk, Board of Supervisors

Approved as to form:
John F. Christensen

COUNTY OF SUTTER

BY
Chairman, Board of Supervisors

Attest:
Clerk, Board of Supervisors

Approved as to form:

COUNTY OF YOLO

PETER McNAMEE, Clerk

BY Robert N Black
Chairman, Board of Supervisors

Attest: By Pete E Lucas Deputy Clk
Clerk, Board of Supervisors

(Agreement No. 81-55)

Approved as to form:
Maria A. Franken

COUNTY OF HUMBOLT

BY _____
Chairman, Board of Supervisors

Attest: DONALD R. MICHAEL
Clerk, Board of Supervisors
By Doris L. Smith Deputy

Approved as to form:

✓ COUNTY OF MONTEREY

BY _____
Chairman, Board of Supervisors

Attest: ERNEST A. MAGGINI
Clerk, Board of Supervisors
By: _____, Deputy

Approved as to form:

COUNTY OF SISKIYOU

NORMA PRICE, CLERK
BOARD OF SUPERVISORS

BY _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ATTEST: RICHARD M. RAINS
CLERK, BOARD OF SUPERVISORS
BY _____
Deputy Clerk
DATE: April 1, 1981

COUNTY OF SANTA CLARA
Office of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110

FILED

MAR - 6 1981

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 81-56

THIS AGREEMENT, made and entered into this 3 day of March, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and WAHLER ASSOCIATES, a California Corporation (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H:

RECITALS:

1. The "Interim In-channel Surface Mining Regulations of the County of Yolo, (Chapter 3 of Title 10 of the Yolo County Code) and the "Yolo County Surface Mining Reclamation Law" (Chapter 5 of Article 10 of the Yolo County Code) declare the COUNTY'S policy to minimize the environmental impacts and maximize the benefit associated with gravel mining on Cache Creek, by regulating the method and location of mining and providing for reclamation of mined lands. Section 10-3.105 of Chapter 3, Title 10 of the Yolo County Code commits COUNTY to the development of a long-term plan for the management of gravel mining on Cache Creek aimed at the regulation of stream-bed elevation and minimization of associated impacts, with appropriate reclamation.

2. The final Environmental Impact Report on sand and gravel operations along Cache Creek between Capay and Yolo, adopted by the Yolo County Planning Commission indicates that the existing data concerning the geologic and hydrologic impacts of gravel mining is insufficient to enable the

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Two set forth on pages 7 through 13 of PROPOSAL, with certain modifications, would best serve the needs of COUNTY, and CONTRACTOR agreed to said modifications in principle.

7. On November 17, 1980, CONTRACTOR submitted a letter stating the agreed upon modifications. (Said letter is attached hereto as Exhibit "B" and incorporated herein by this reference; all references herein to "PROPOSAL" shall refer to the original PROPOSAL as modified by Exhibit "B").

8. The parties further acknowledge and agree that presently, detailed forecasting of the precise data to be included and methods to conduct the studies referenced in this agreement is not possible. As the available information is collected and analyzed, the need for additional data and the best design for further studies will become more apparent.

Thus, the parties intend this agreement to incorporate sufficient flexibility to allow continuous review of the sufficiency of the available data and the utility of the proposed Stage 2 work product to best serve COUNTY'S needs, and modification of the agreement if COUNTY determines it to be necessary.

Conversely, CONTRACTOR has represented that the data currently available is sufficient to produce the Stage 1 studies referenced herein, and has stated CONTRACTOR'S willingness and ability to do so.

Further, CONTRACTOR has represented that the Stage 1

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creation of a long-term mining and reclamation plan, and recommends certain studies be undertaken to generate the data needed to enable such regulatory programs to be planned and conducted.

3. The Yolo County Aggregates Resource Study Committee has designed a two phase study to provide some of the needed data. The study would be composed of Phase A, which is Resource Inventory and Program Formulation, and Phase B, which is the development of a method for quantifying water losses and gains along Cache Creek, and the implementation of a monitoring program.

4. The Aggregates Resource Study Committee promulgated a request for proposal (hereinafter called "RFP") to establish a geologic description of the Cache Creek area and the hydraulic relationship between Cache Creek and the surrounding groundwater basin. Said RFP addresses Phase A of the study described above.

5. In response to said RFP, CONTRACTOR has submitted a proposal entitled "TECHNICAL AND COST PROPOSAL; CACHE CREEK AGGREGATE STUDY; Aggregates Resource Study Committee, Yolo County, California. YOL-101" dated August 7, 1980, (hereinafter called "PROPOSAL") which is attached hereto as Exhibit "A" and incorporated herein by this reference. Proposal sets forth various alternatives to accomplish the purposes set forth in the RFP.

6. On November 14, 1980, the parties agreed that Alternative

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studies would generate sufficient input data to produce a specific computer model in Stage 2, as described on Page 12 of PROPOSAL, and undertakes by this agreement to do so. The parties agree that the decision as to whether this particular computer study will best serve COUNTY'S needs must be deferred until the Stage 1 work product is analyzed.

Thus, this agreement is intended to set forth detailed standards of performance for Stage 1, mutually acceptable goals for the Stage 2 study; and, should COUNTY elect to proceed with said study without modification, standards of performance for Stage 2.

9. In reliance on the PROPOSAL and the representations made therein, including those as to the suitability of CONTRACTOR and CONTRACTOR'S officers, agents, and employees to prepare the studies described in the PROPOSAL, qualifications of the proposed project team, CONTRACTOR'S technical approach, CONTRACTOR'S proposed manpower organization and management for the PROJECT, and related corporate experience; and based upon the understandings referenced in these recitals, COUNTY desires to obtain CONTRACTOR'S special expert services for development of the studies described herein; and CONTRACTOR desires to provide such special expert services on the terms and conditions as specified herein:

AGREEMENTS:

ARTICLE 1. STAGES OF WORK; COMMENCEMENT.

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1.1 Work: CONTRACTOR, in and for consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement, does hereby agree to furnish to COUNTY the certain services and materials described herein.

1.1.1 Stages of Work:

The work to be provided by CONTRACTOR shall be provided in two stages, hereinafter called "Stage 1" and "Stage 2".

1.1.2 Commencement of Stage 1:

Upon execution of this agreement and notification by the Chairman of the Yolo County Aggregate Technical Advisory Committee (hereinafter called "AGTAC") to commence work, CONTRACTOR shall commence Stage 1 work as described hereinbelow.

Said notification shall specify the date of "Start of Work", which date shall be the date from which timely performance by CONTRACTOR shall be determined.

1.1.3 Commencement of Stage 2:

It is mutually covenanted, acknowledged and agreed that this agreement shall confer no right upon CONTRACTOR, nor any duty or obligation upon COUNTY, to commence, complete, nor receive compensation for the work to be done pursuant to Stage 2 unless and until COUNTY authorizes commencement of Stage 2 after review and consideration of the work done during Stage 1. Converseley, it is mutually covenanted,

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acknowledged and agreed that, should COUNTY authorize commencement of Stage 2 work, CONTRACTOR will commence, complete in a timely manner as required by the terms of this agreement, and shall be entitled to be compensated for the work to be done in Stage 2, all as specified hereinbelow.

ARTICLE 2. COMPENSATION.

2.1 Compensation:

The maximum amount payable pursuant to this contract is the sum of SEVENTY-THOUSAND-FIVE-HUNDRED-SIXTY ($70,560.00), DOLLARS allocated as follows:

2.1.1 STAGE 1: Upon acceptance by COUNTY of the Stage 1 Work Product, the maximum sum of FORTY THOUSAND ($40,000) DOLLARS shall be allocated to the Stage 1 Work Product.

2.1.2 STAGE 2: Upon acceptance by COUNTY of the final report at the completion of Stage 2, the sum of THIRTY-THOUSAND-FIVE-HUNDRED-SIXTY ($30,560.00) DOLLARS shall be allocated to the Stage 2 Work Product.

2.2 Claims Presentation:

2.2.1 Presentation of Claims: On the last day of each month, CONTRACTOR shall submit claim forms for all work completed during the month. Said claim shall be submitted in the form provided by COUNTY, shall specify the work completed and the services ren-

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dered to date, and shall include reasonable verification as required by COUNTY to support said claim.

2.2.2 Submission and Payment. Said claims forms shall be submitted to the Director of the Yolo County Community Development Agency or his designate, who shall take such steps as are necessary to verify the claims' accuracy, and recommend said claim for payment if accurate and authorized by this agreement.

Claims authorized for payment shall be due and payable on the TWENTIETH (20th) DAY of the month following the month during which said services were rendered and claim was received.

2.3 Records:

2.3.1 CONTRACTOR shall maintain complete and accurate program and accounting records showing the services rendered in the performance of this agreement, including all working papers in any way associated with the performance of this agreement, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this agreement, and for a period of three (3) years from and after the date of final payment.

/ / /

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ARTICLE 3: STAGE 1

3.1 Stage 1 Work:

3.1.1 Purposes: The purposes of the work to be conducted during Stage 1 are to collate and collect all pertinent data, to prepare a final geologic report and a preliminary hydrologic analysis, and to make firm recommendations regarding the best methodology for Stage 2 work including discussion of the utility and cost of the computer model proposed for Stage 2, all as more particularly described hereinbelow.

3.1.2 Methodology: Data Gathering:

No new borings or field testing will be undertaken during Stage 1 of the investigation, and said investigation shall be based on the evaluation and analyses of existing available data.

CONTRACTOR will collect, compile and review all existing pertinent data and reports for the project site and region to prepare both the geologic and hyrodologic reports, as set forth below, including both published and unpublished geologic (including soils), surface and ground water information. Surface water records will include diversions for irrigation and other possible uses. Unpublished information, if available, will be collected while in the field from the U. S. Geologic Survey, U. S. Army Corps of Engineers, Soil Conservation Service, Forest Service,

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California State Department of Water Resources, as provided on pages 3 and 4 of Proposal, and from the California Department of Water Resources, the California State Department of Conservation (Division of Mines and Geology), the Yolo County Flood Control and Water Conservation District, and the Water and Power Resources Service, as well as from the Yolo County Community Development Agency. All such pertinent data shall be considered and, as appropriate, incorporated into the Stage 1 studies.

3.2 Geologic Analysis: The geologic analysis of the Stage 1 work product shall meet the following goals and shall be prepared as follows:

3.2.1 Scope of Work:

CONTRACTOR shall perform the steps necessary to prepare a geologic analysis, pursuant to and in accordance with the discussion of the geologic analysis set forth in Proposal at pages 4 and 5, and on Exhibit B.

3.2.2 Goals:

The geologic analysis shall be an aggregate resources study and shall be done with sufficient specificity to meet at least the following two goals:

i. Goal 1: The geologic analysis shall provide an analysis of the quantity and location of gravel deposits and shall contain the following:

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a. A description of the geology along Cache Creek from Capay Dam to the town of Yolo. Said description shall include an area four (4) miles to the North and South of Cache Creek, to a depth of 400 feet below grade in the alluvium. Said description also shall include a longitudinal section along Cache Creek and sufficient geologic cross-sections to provide clarity, but at no greater than one mile intervals along Cache Creek. Said description shall include descriptions of the historic (as of 1959) as well as the existing thalweg elevations, and the historic (as of 1959-60 season) and present groundwater elevations, to be depicted on the cross-sections.

b. Based on the descriptions set forth hereinabove, the geologic analysis shall evaluate the lateral and vertical distribution and estimate the quantity of gravel resources available within the study site along Cache Creek.

ii. Goal 2: The second minimum goal for the geologic analysis shall be to provide all necessary input data for the preliminary hydrologic re-

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port and the Stage 2 computer model referenced hereinbelow.

3.2.3 Form of Presentation:

The geologic analysis shall be presented in the form of a final aggregate resources study which meets the goals set forth in Section 3.2.2, and as described on page 14 of PROPOSAL and on Exhibit B. It shall be prepared to be usable as a final autonomous report and also be suitable for inclusion as an element in the final Stage 2 report.

3.2.4 Time for Completion:

The geologic analysis shall be completed and presented no later than forty (40) days from the start of work as specified herein.

3.3 Preliminary Hydrologic Analysis; Water Balance Study: The hydrologic element of the Stage 1 work product shall meet the following goals and be prepared as follows:

3.3.1 Scope of Work:

CONTRACTOR shall perform the steps necessary to prepare a preliminary hydrologic analysis and water balance study pursuant to and in accordance with the discussion of the hydrologic analysis set forth in PROPOSAL at page 5 and pages 7 through 12, and on Exhibit B.

3.3.2 Goals: The preliminary hydrologic analysis shall be done with sufficient specificity to meet at least the

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WOODLAND, CA 95695
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following three goals:

i. Goal 1: The hydrologic analysis shall contain, in summary form, the estimated quantitative hydrologic balance within the project site for both historic conditions and for present conditions, as specified on Page 12 of Proposal, and shall include the following information:

   a. Based upon the geologic description of Cache Creek and adjoining lands, a description of the hydraulic relationships between the Cache Creek Channel and the groundwater basin within one-half mile intervals along Cache Creek for historic and current conditions.

ii. Goal 2: The hydrologic analysis will present estimated groundwater recharge contributions relative to local alluvial aquifer storage increases from the surface water ponding areas, assuming present conditions, as specified on Page 12 of Proposal.

iii. Goal 3: The hydrologic analysis shall include the necessary input data to enable preparation of the computer model to be prepared during Stage 2, as set forth hereinbelow, and shall include the following information:

   a. Based upon the geologic description of

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Cache Creek, and under various streamflow and groundwater conditions, identification and evaluation of alternate methods for qualifying water losses and gains, and a recommendation of the most appropriate method for accomplishing this.

3.3.3 Form of Presentation:

The preliminary hydrologic analysis shall be presented in the form of a draft hydrologic element proposed for inclusion in the final Stage 2 report referenced hereinbelow, meeting the goals of Section 3.3.2, and as described on page 15 of Proposal and on Exhibit B.

3.3.4 Time for Completion:

The draft hydrologic report shall be completed and presented no later than forty (40) days from the start of work as specified herein.

3.4 Stage 1 Recommendations:

At the time of presentation of the geologic report and preliminary hydrologic analysis as required by Stage 1, CONTRACTOR shall submit his recommendations, in detail and in writing, regarding the following subjects:

3.4.1 Utility of Proposed Computer Model: CONTRACTOR shall make recommendations regarding the utility of the computer model proposed for Stage 2, in light of the information collected and analyzed during Stage 1.

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Said recommendation shall include representations to COUNTY by CONTRACTOR whether the CONTRACTOR presently possesses sufficient information to construct a computer model as described in the proposal for Stage 2.

3.4.2 Ability of model to accomplish purposes; Alternatives: CONTRACTOR shall make recommendations regarding whether the proposed Stage 2 computer model is the most appropriate method to accomplish the goals for the subject study, as follows:

i. Based upon the geologic description of Cache Creek, and under various stream flow and groundwater conditions, the ability of the proposed model to evaluate the current conditions along Cache Creek and to serve to predict the impact of changed conditions which could result from gravel mining operations. Particular attention shall be given to identifying data which may be required and the monitoring program necessary to obtain the needed data on an ongoing basis.

ii. Said recommendation shall include consideration of whether the computer model originally proposed by CONTRACTOR for Stage 2 is still the most appropriate and is required.

iii. Said explanation shall include consideration of "A Groundwater System Model Program for

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Yolo County, California" (BAMGBOYE, SCOTT, SCALMANIN; JULY, 1980) (UCD groundwater model) and any other computer models currently available, and shall explain significant deviations which CONTRACTOR expects between them and the proposed Stage 2 model, with an explanation of the reason for said deviations.

3.4.3 Results Expected from Computer Model: CONTRACTOR shall include a complete and definitive explanation of the method of accomplishing the Stage 2 computer model and the results from the model which the COUNTY is entitled to expect, and which shall be the basis for determining compliance by CONTRACTOR with the terms of this agreement as it relates to Stage 2.

3.4.4 Detailed Cost Estimates:

CONTRACTOR shall provide detailed cost estimates regarding the following subjects:

i. The costs of various types of field data gathering and monitoring studies, considering the utility of the data collected.

ii. Firm cost estimates for the computer model proposed for Stage 2, assuming no further data gathering and a model as described in PROPOSAL which would be prepared by CONTRACTOR pursuant to this agreement without modifications; and

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separate estimates for additional data collection and/or modified computer models, which would require modification of this Agreement.

3.4.5 Offer to do Stage 2 Work as Specified.

CONTRACTOR shall submit an offer to complete the Stage 2 computer model at the time and for the costs, specified herein, and which will deliver the results specified pursuant to Section 3.4.3, and which, if accepted by COUNTY, will specify the requirements for performance during Stage 2.

ARTICLE 4. COUNTY REVIEW

4.0 COUNTY Review: Upon receipt of the information to be provided by CONTRACTOR at the completion of Stage 1, COUNTY shall do the following things and take the following steps:

4.1 Data Evaluation: COUNTY shall evaluate the data gathered and presented by CONTRACTOR during the Stage 1 performance. Said evaluation shall consider whether the data is appropriate both as to CONTRACTOR's compliance with this agreement and as to the need for additional work outside the scope of this agreement.

COUNTY shall analyze such data regarding its use in the computer modeling proposed for Stage 2 of this agreement.

4.2 County Decision on Stage 2:

4.2.1 Notification of Decision:

COUNTY shall advise CONTRACTOR, in writing, of COUNTY'S decision as to whether to proceed with Stage

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2 of this Agreement as proposed in PROPOSAL and set forth hereinbelow, or whether COUNTY will seek modification of Stage 2 of this Agreement.

4.2.2 Termination by County during Stage 1.

CONTRACTOR hereby covenants, agrees and acknowledges that COUNTY, upon written notice to CONTRACTOR, the full authority to proceed or not to proceed with Stage 2 of this agreement, in the exercise of its sole discretion, and without further liability to CONTRACTOR except that specified in this Article.

4.2.3 Termination by COUNTY During Stage 1:

CONTRACTOR further covenants, acknowledges and agrees that COUNTY, upon written notice to CONTRACTOR, may terminate this agreement at any time during Stage 1, and that if COUNTY does so terminate, the provisions of this agreement relating to Stage 2 shall be null and void and of no further force or effect whatsoever.

4.2.4 Compensation for Stage 1:

CONTRACTOR further covenants, agrees and acknowledges that the termination of this agreement by COUNTY during Stage 1 and the payment by COUNTY to CONTRACTOR of all sums earned by CONTRACTOR to date, shall constitute full and complete performance by COUNTY of all its obligations under this agreement.

4.2.5 Claims for compensation shall be submitted, reviewed

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and, if owing, paid, and records kept, all pursuant to Article 2 hereof.

4.2.6 Decision to Proceed with Stage 2:

If COUNTY determines that Stage 2 of this Agreement shall be undertaken as drafted, it shall notify CONTRACTOR, in writing, of the decision to proceed. Said notification shall include a specific delineation of the COUNTY's expectations for Stage 2, and shall be executed by CONTRACTOR prior to CONTRACTOR's commencement of Stage 2.

4.3 Modifications:

In the event that COUNTY elects not to proceed with Stage 2 of this agreement as drafted, but desires to proceed with a modified version of Stage 2, CONTRACTOR and COUNTY shall negotiate modifications to this agreement; provided, however, CONTRACTOR covenants, acknowledges and agrees that COUNTY retains full authority and right to employ firms other than CONTRACTOR's to perform Stage 2, without liability or obligation to CONTRACTOR.

ARTICLE 5. STAGE 2

5.1 Stage 2 Work:

5.1.1 Purpose: Stage 2 consists of the construction of a three dimensional model of the hydraulic and hydrologic regime on Cache Creek as described on Page 12 of the Proposal, or as modified pursuant to Article 4.

5.2 Methodology: Unless modified pursuant to Article 4 of this

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agreement, the methodology for the performance of Stage 2 shall be as set forth in PROPOSAL at Pages 12 through 13.

5.3 Goals: There shall be three goals for Stage 2 as follows:

5.3.1 The first goal shall be to construct a computer model to enable forecasting of the impacts on surface and groundwater of various mining scenarios as follows:

i. Based upon the geologic description of Cache Creek, and under various stream flow and groundwater conditions, identify and evaluate water losses and gains along Cache Creek.

ii. Evaluate the current conditions along Cache Creek and predict the impact of changed conditions which could result from gravel mining operations.

iii. Identify data which may be required and the monitoring program necessary to obtain the needed data on an on-going basis.

5.3.2 The second goal for Stage 2 shall be to recommend additional baseline data that will be needed to quantitatively estimate average seasonal conditions of local groundwater recharge from the surface water ponding area for future conditions, as set forth on Page 12 of the proposal, and to make recommendations regarding a monitoring program, including proposed frequency, location, and method of monitoring.

5.3.3 The third goal for Stage 2 shall be to provide

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detailed cost estimates for the monitoring activities recommended.

5.4 Form of Presentation: The work product for Stage 2 shall be as follows:

5.4.1 At the conclusion of Stage 2, CONTRACTOR shall prepare a final report as described below, and which accomplishes the goals set forth in Section 5.3. Said final report shall incorporate the comments made by the Yolo County Aggregate Technical Advisory Committee and the expanded Yolo County Aggregate Technical Advisory Committee.

5.4.2 Said report shall include discussion under the following main headings:

i. Introduction.

ii. Geologic Setting.

iii. Aggregate deposits (quantity estimates included here).

iv. Surface water.

v. Regional groundwater.

vi. Data reduction and analytical evaluation.

vii. Summary of conclusion and recommendations.

5.5 Compensation for Stage 2:

5.5.1 Upon acceptance by COUNTY of the Stage 2 final report, COUNTY shall pay CONTRACTOR the sum of $30,560, unless some other sum has been agreed upon pursuant to a modification of this agreement.

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5.5.2 Claims for compensation shall be submitted, reviewed and, if owing, paid, and records kept, all pursuant to Article 2 hereof.

ARTICLE 6. TERMINATION:

6.1 Termination. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY.

ARTICLE 7. SAVE HARMLESS; INSURANCE:

7.1 Exculpatory Clause. CONTRACTOR shall indemnify, defend, and save harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7.2 INSURANCE:

7.2.1 Comprehensive General Liability Insurance. During the entire term of this agreement, CONTRACTOR

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will, at all times, maintain at his sole cost and expense, comprehensive general liability insurance expressly naming COUNTY as a co-insured. Said insurance shall be in the amounts of not less than FIVE-HUNDRED-THOUSAND ($500,000) DOLLARS per event, and TWENTY-FIVE THOUSAND ($25,000) DOLLARS for property damage.

Said insurance shall include comprehensive auto liability insurance in the amounts as specified.

7.2.2 During the entire term of this agreement, CONTRACTOR shall maintain in full force and effect workers' compensation insurance as required by State law.

7.2.3. Malpractice Insurance.

During the entire term of this agreement, CONTRACTOR shall at all times maintain in full force and effect a policy or policies of professional errors and omissions (malpractice) insurance in a form and amount approved by the Yolo County Risk Manager.

7.3 DISCLAIMER AND WARNING: Neither COUNTY, its Board of Supervisors, nor any officers, agents, or employees of COUNTY make any representations or warranties, express or implied, as to the accuracy of the data included or the conclusion reached by CONTRACTOR in the performance of this agreement. Any person, firm or corporation utilizing or relying upon

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such information and/or conclusions are hereby notified that they do so at their sole and exclusive risk. There are no third party beneficiaries of this agreement. The COUNTY declares its intention hereby that the sole purpose of the data gathering and studies done pursuant to this agreement is to enable COUNTY to study the feasibility and content of a long-range plan for the management of gravel resources on Cache Creek; the purpose is not to provide information for any person, firm, or corporation.

ARTICLE 8. ADDITIONAL PROVISIONS.

8.1 LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

8.2 STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

8.3 PERSONNEL. CONTRACTOR shall assign only competent personnel

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to perform services pursuant to this Agreement. In the event the COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons. The personnel assigned by CONTRACTOR to perform this agreement, and the management structure employed by CONTRACTOR shall be as set forth on Page 19 and Table 2 of the proposal.

8.4 ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express prior written consent of COUNTY. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

8.5 INDEPENDENT CONTRACTOR. It is specifically agreed that n the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

8.6 TIME. Time is of the essence of this Agreement.

8.7 NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and

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signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

8.8. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

8.9 COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8.10 SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

8.11 OWNERSHIP AND USE OF DATA & STUDIES.

All data gathered and analyses made by CONTRACTOR shall be delivered to COUNTY at the completion or termination of this agreement, and title to and the right to use such data and analyses shall inure to and vest in COUNTY, with no further obligation to CONTRACTOR beyond that set forth herein.

8.12 ACCESS. COUNTY shall reasonably assist CONTRACTOR in gaining access to all lands necessary for the performance of this agreement, including corresponding with property owners to request access permission. Refusal of any property owner to grant access rights shall excuse CONTRACTOR from performing

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services required by this agreement on such property.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

(SEAL)

WAHLER ASSOCIATES, a California Corporation

BY Jack G. Wulff
Senior Vice President and Chief Engineer 2/2/81

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

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WOODLAND, CA 95695
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FILED

MAR - 9 1981

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 81-57

(For Certain Consultant Services)

THIS AGREEMENT, made and entered into this 3rd day of March, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Koenigshofer Engineers, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

RECITALS:

1. COUNTY'S Health Services Agency, Yolo General Hospital, hereinafter referred to as AGENCY, has need of an energy conservation program, hereinafter referred to as PROGRAM.
2. AGENCY requires a PROGRAM in order to apply for a California Energy Commission administered energy grant and loan. CONSULTANT represents it uniquely possesses the expertise to perform the energy audit and technical audit required for said application in accordance with California Energy Commission guidelines known to CONSULTANT and incorporated herein by reference as if fully set out herein.
3. COUNTY and CONSULTANT are, therefore, desirous of entering into an agreement for an energy audit and technical analysis. Together these activities will hereinafter be referred to as PROJECT.

AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. CONSULTANT'S OBLIGATIONS: Sufficiently prior to May 1, 1981, for AGENCY personnel to prepare a California Energy Commission grant and loan package..CONSULTANT will perform an energy audit and technical appraisal in conformance with California Energy Commission guidelines and complete

such documentation of the PROJECT as is required in the California Energy Commission grant and loan package.

2. COUNTY'S PROJECT OBLIGATIONS:

a. Designate representatives responsible to:

1) Authorize major steps to be taken.

2) Review findings, conclusions and recommendations of CONSULTANT.

3) Authorize final payment to CONSULTANT.

4) Coordinate PROJECT'S day-to-day progress.

b. Provide information required by CONSULTANT in order to proceed, list attached as Exhibit "A" and incorporated herein by reference thereto.

c. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives, to the conduct of PROJECT.

d. COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT which provides adequate and reasonable time for review.

3. COUNTY'S DESIGNATED REPRESENTATIVES: Will be the HSA, Sr. Administrative Analyst.

4. ASSIGNMENT/SUB-CONTRACTING: CONSULTANT may not assign or sub-contract its responsibilities hereunder, it hereby being expressly acknowledged by parties that CONSULTANT'S expertise is unique.

5. PAYMENT:

a. Upon satisfaction of all conditions precedent and upon completion of PROJECT and the submission of an invoice which attaches those reports as are required hereinabove, COUNTY will pay CONSULTANT SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS ($7,650). Upon execution of this agreement, COUNTY will pay CONSULTANT ONE THOUSAND THREE

HUNDRED FIFTY DOLLARS ($1,350).

b. The maximum total payment to CONSULTANT for performance under the terms of this agreement will not exceed NINE THOUSAND DOLLARS ($9,000).

c. Where a herein recited report or claim is due from CONSULTANT, final payment is expressly conditioned on the acceptance of the PROJECT as complete, in so far as determinable without a test of the analysis, by COUNTY'S designated representative.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition, it shall be construed to be both a promise and a condition.

6. Upon review should CONSULTANT'S analysis prove to not be implementable because of the inadequacy or inappropriateness or excessive operational costliness of the design, unless said inadequacy, etc., was created by the decision of the COUNTY, CONSULTANT agrees to correct the design without claim for any payments beyond the basic contract of NINE THOUSAND DOLLARS ($9,000) within ninety (90) days of COUNTY'S discovery thereof.

7. In the event of CONSULTANT'S bankruptcy or insolvency, it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

8. Time is of the essence of this agreement.

9. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other

obligations, including, but not limited to, applicable withholding and Social Security. CONSULTANT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

10. AMENDMENTS: Except as otherwise provided herein, the whole of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the terms of this agreement by the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM: This agreement shall commence upon execution and terminate at the conclusion of PROJECT. This agreement may not be cancelled by either party except for cause, anticipatory breach of contract, or lack of funds to complete PROJECT.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

I, the undersigned Deputy Clerk of the Board of Supervisors, certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER MCNAMEE, CLERK
BOARD OF SUPERVISORS
By Paula M Cooper
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

by Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETER MCNAMEE, CLERK

BY Paula M Cooper
DEPUTY

CONSULTANT

David J Koenigshofer

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Hall

Book

FILED

MAR - 6 1981

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 81-58

(Architect Agreement for County-Wide Communications Center Project)

THIS AGREEMENT, made and entered into this 3 day of March, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ALFRED J. GRAF, A.I.A., a licensed architect in the State of California, hereinafter referred to as "ARCHITECT",

W I T N E S S E T H:

WHEREAS, COUNTY intends to construct a County-wide Communications Center (more specifically described on Exhibit A, attached hereto and incorporated herein by this reference) hereinafter referred to as "PROJECT"; and

WHEREAS, it is necessary that ARCHITECT services be obtained for the preparation of plans, estimates, specifications, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the COUNTY and ARCHITECT agree as follows:

COUNTY hires ARCHITECT as an independent contractor, and not an officer or employee of COUNTY and ARCHITECT accepts such hiring, on the terms and conditions specified herein:

ARTICLE 1. ARCHITECT'S SERVICES AND RESPONSIBILITIES.

1.0 BASIC SERVICES:

ARCHITECT shall furnish and perform in a manner satisfactory to COUNTY, the following professional Architectural services, including normal structural, mechanical

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and electrical engineering services, and all necessarily included additional services, required for the design and construction of the PROJECT, more particularly described as follows:

1.1 SCHEMATIC DESIGN PHASE:

This phase of PROJECT development establishes the basic size and scope of the PROJECT, and its location on the site, and includes the following services:

1.1.1 The ARCHITECT shall review the program furnished by COUNTY, to ascertain the requirements of the PROJECT and shall review the parties' understanding of such requirements with COUNTY.

1.1.4 Based on the program and PROJECT budget requirements, ARCHITECT shall prepare, for approval by COUNTY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including such alternate designs as reasonably are necessary to enable COUNTY fully to consider available design options.

1.1.5 ARCHITECT shall submit to COUNTY a Schematic Design Cost Estimate based on area, volume or other unit costs, which estimate shall be within the PROJECT budget, and shall consider future cost increases anticipated before the PROJECT is complete, with reference to the time schedule set

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forth in Exhibit B.

1.2 DESIGN DEVELOPMENT PHASE:

This phase of PROJECT development is undertaken only after COUNTY approves the Schematic Design Phase and cost estimates and includes the following services:

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the program or PROJECT budget, the ARCHITECT shall prepare, and submit for approval by COUNTY, Design Development Documents consisting of preliminary drawings and other documents to fix and describe the size and character of the entire PROJECT as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 ARCHITECT shall meet and confer with COUNTY during the Design Development Phase, to fix the design, and to fix a firm Design Development Cost Estimate.

1.2.3 The ARCHITECT shall submit to COUNTY a Design Development Cost Estimate based on the Design Development Documents, which estimate will be prepared with sufficient detail to enable firm budget forecasting and design adjustments if necessary to meet the PROJECT budget, and shall consider future cost increases anticipated before the PROJECT is complete, with reference to the time schedule set forth

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in Exhibit B.

1.2.4. Prior to commencing the Construction Documents Phase, ARCHITECT shall acknowledge a final Design Cost Estimate resulting from the discussions during the Design Development Phase as being a maximum amount, within which he is obligated to deliver a Construction Cost Estimate, considering anticipated future cost increases.

1.2.5. COUNTY shall specify to ARCHITECT which permits or other entitlements, if any, must be obtained from governmental agencies with jurisdiction on PROJECT, and ARCHITECT shall advise COUNTY as to which permits are required in ARCHITECT's opinion.

ARCHITECT shall furnish such data as necessary to enable COUNTY to make application for such permits and/or entitlements, which data may be required to be submitted in the form of a draft application for such permit and/or entitlement for execution by COUNTY; provided, however, "permits and/or entitlements" shall not include documents required by the California Environmental Quality Act or the National Environmental Policy Act.

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1.2.6 At COUNTY'S request, ARCHITECT shall assist COUNTY in preparing applications for grant funds for the PROJECT.

1.3 CONSTRUCTION DOCUMENTS PHASE: This phase of PROJECT development commences only after COUNTY has approved the Design Development Documents, and cost estimate, and includes the following services:

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by COUNTY, the ARCHITECT shall prepare, for approval by COUNTY, Construction Documents, consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The ARCHITECT shall assist the COUNTY in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the COUNTY and the Contractor.

1.3.3 ARCHITECT shall prepare a precise Construction Cost Estimate, with separate estimates for portions of PROJECT authorized by COUNTY to be let for bid as alternates. The amount of said estimate shall be within the amount set forth in the approved Design Cost Estimate. Said estimate

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shall consider future cost increases anticipated before the project is complete, with reference to the time schedule set forth in Exhibit B.

1.3.4 If the Construction Cost Estimate exceeds the Design Cost Estimate as approved by COUNTY and acknowledged by ARCHITECT, ARCHITECT shall, at his sole cost and expense, revise the Construction Documents to reduce the Construction Cost Estimate to the Design Estimate, considering future cost increases, unless COUNTY approves a higher amount.

1.3.5. If, during the Construction Phase, COUNTY orders modifications to the approved Design Development Documents, not necessitated by the ARCHITECT's underestimation of costs during the Design Development Phase, ARCHITECT shall prepare additional precise Construction Documents and Construction Cost Estimates, and shall receive additional compensation therefor, pursuant to Article 3 hereinbelow.

1.3.6 Prior to commencing the Bidding Phase, ARCHITECT shall acknowledge a final Construction Cost Estimate, including all alternates and changes ordered by COUNTY, as being the amount which will control whether the ARCHITECT will be obligated to redesign the PROJECT pursuant to Para-

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graph 1.4.4 hereinbelow.

1.4. BIDDING PHASE.

This phase commences after COUNTY has approved the Construction Documents and final Construction Cost Estimates, and includes the following services:

1.4.1 The ARCHITECT, following COUNTY's approval of the Construction Documents and of the Construction Cost Estimate, shall furnish to the COUNTY the original tracings and two (2) copies of final working drawings, details, plans and specifications for bidding purposes. All specifications shall be 8½" x 11" paper unless otherwise approved by COUNTY.

1.4.2 ARCHITECT shall assist the COUNTY in interpreting the plans and specifications during the bidding process, and assist the COUNTY in the preparation of addenda to the plans and specifications that may be required, but COUNTY shall approve all proposed addenda.

1.4.3 ARCHITECT shall advise COUNTY concerning acceptance or rejection of bids for the project.

1.4.4. If the lowest responsible bid received equals or exceeds one hundred ten (110%) percent of the approved and acknowledged final Construction Cost Estimate, ARCHITECT shall revise the CONSTRUCTION Documents, at ARCHITECT's sole cost

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and expense, so as to reduce the cost of the PROJECT as directed by COUNTY.

COUNTY shall provide additional compensation to ARCHITECT as provided in Paragraph 3.2 hereinbelow, for revisions to the Construction Documents necessitated by a lowest responsible bid of less than One Hundred Ten (110%) percent of the approved final Construction Cost Estimate.

COUNTY reserves the right to accept bids in excess of the approved final Construction Cost Estimate or to reject any or all bids received.

1.4.5. If the bidding phase has not commenced prior to three (3) months after approval by COUNTY of the final Construction Cost Estimate, said estimate shall be revised to reflect changes in the general level of prices and costs in the construction industry between the date of approval and the date of bids.

1.5 CONSTRUCTION PHASE: ADMINISTRATION OF THE CONSTRUCTION CONTRACT:

This phase commences with the award of the contract for construction, and, together with the ARCHITECT's obligation to provide Basic Services under this Agreement, will terminate upon the approval by the County Board of Supervisors of a Notice of Acceptance or, if no such notice is approved, 60 days after the date of actual completion of the work,

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whichever occurs first.

During the Construction Phase, ARCHITECT shall perform the services specified hereinbelow;

1.5.1. ARCHITECT shall have access to the PROJECT site at all reasonable times to allow performance of such services.

1.5.2. ARCHITECT shall consult and advise COUNTY during construction.

1.5.3 ARCHITECT shall prepare elementary sketches and supplementary sketches required to resolve actual field conditions encountered.

1.5.4. ARCHITECT shall check detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.

1.5.5. ARCHITECT shall review laboratory, shop, and mill test reports of materials and equipment, and advise COUNTY as to the results of such review.

1.5.6. ARCHITECT shall make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

1.5.7. At COUNTY'S request, ARCHITECT shall evaluate requests for payment submitted by the contractor based on ARCHITECT'S observations at the PROJECT site and review of the Contract Documents, and shall

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advise COUNTY as to the percentage and quality of work completed to date.

1.5.8. On the basis of on-site observations, ARCHITECT shall endeavor to guard the COUNTY against defects and deficiencies in the work of the Contractor by providing technical assistance to the COUNTY's inspector, and shall notify COUNTY in the event a defect is discovered. ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quanitity of the work. ARCHITECT shall not be responsible for construction methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

1.5.9. Upon request of the COUNTY, ARCHITECT shall review proposed contract change orders, and advise COUNTY as to the appropriateness, intent and compliance with the Contract Documents. If such change order requires modifications to the Contract Documents, ARCHITECT shall prepare such modifications, and shall be entitled to additional compensation therefor as set forth in Paragraph 3.2 hereinbelow. COUNTY shall approve all change orders before issuance.

1.5.10. ARCHITECT shall observe initial operation of the project, or of performance tests required by speci-

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fications.

1.5.11. ARCHITECT shall make a final inspection and report on the completed project, including review of written guarantees and related documents assembled by the Contractor, and furnish COUNTY a written notice that the project is completed in accordance with plans and specifications.

1.5.12. During all warranty or guaranty periods relating to design prepared under this Agreement, ARCHITECT shall, when requested, assist COUNTY in obtaining necessary compliance with the terms of said warranties or guaranties.

1.5.13. At the completion of the Project and before final payment is made to the ARCHITECT, he shall correct the original tracings of the Project so as to incorporate therein all changes made, it being the intent of COUNTY and ARCHITECT that said tracings adequately and accurately reflect the "as-built" conditions of the Project. COUNTY shall provide ARCHITECT with all necessary information so that ARCHITECT may prepare a set of as-built plans and specifications with all corrections, showing the Project as finally constructed. After the original tracings and specifications have been so corrected, they shall be delivered to COUNTY and shall become COUNTY'S property.

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1.5.14. The extent of the duties, responsibilities and limitations of authority of the ARCHITECT as the COUNTY'S representative during construction as set forth herein shall not be modified or extended without written consent of the COUNTY, and the ARCHITECT.

1.6 ADDITIONAL SERVICES

1.6.1 If the COUNTY and ARCHITECT agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the ARCHITECT shall provide one or more Project Representatives to assist the ARCHITECT in carrying out such responsibilities at the site. At such time a subsequent agreement shall be entered, specifying the Project Representatives and their compensation, and setting forth the ARCHITECT'S duties and responsibilities of COUNTY.

1.6.2. If ARCHITECT is requested to provide additional services at any stage of the Project Development, and is authorized by this AGREEMENT shall be compensated for such services, COUNTY shall issue a written work order, and ARCHITECT shall be compensated as set forth in Section 3.2 hereof.

1.6.3. In addition to additional services specified elsewhere in this Agreement, ARCHITECT shall receive additional compensation as set forth in Section 3.2

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hereof, for the following additional services:

(1) Revision of previously approved plans and/or specifications which incur cost to ARCHITECT and which are the result of action by COUNTY, and not otherwise the ARCHITECT'S responsibility pursuant to this AGREEMENT.

(2) Making planning surveys, topographic surveys, site surveys feasibility studies, and special analyses of COUNTY'S needs to clarify requirements for project programming.

(3) Supervision of repair of damage to the structure when so directed by COUNTY.

(4) The selection by the ARCHITECT at the COUNTY's request of movable furniture, equipment, or articles which are not included in the construction contract.

(5) Additional services caused by the delinquency or insolvency of the contractor, when so directed by COUNTY.

(6) The preparation of measured drawings of existing structures and facilities as authorized by COUNTY.

(7) Substantial changes in the Project's scope shall provide sufficient basis for renegotiation of ARCHITECT'S fee. Unsubstantial changes in scope as determined by COUNTY shall be compensated for as Additional Compensation as set forth in Section 3.2.

1.7 TIME

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1.7.1 Time is of the essence of this Agreement.

1.7.2 The ARCHITECT shall perform all services pursuant to this Agreement in accordance with the time schedule set forth on Exhibit B attached hereto and incorporated heein by this reference.

Said time limits shall not be exceeded unless ARCHITECT demonstrates to the satisfaction of COUNTY good and sufficient cause therefor, not attributable to ARCHITECT'S negligence, errors or omissions, and COUNTY approves a written amendment to Exhibit "B".

ARTICLE 2. COUNTY'S RESPONSIBILITIES:

2.1 COUNTY shall provide full information regarding requirements for the PROJECT, including a PROJECT program which shall set forth COUNTY's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandibility, special equipment and systems and site requirements.

2.2 COUNTY shall provide a statement of funds available for the PROJECT, their source, and any limitations regarding their expenditure.

2.3 COUNTY shall designate a respresentative authorized to act in COUNTY's behalf with respect to the Project.

2.4 COUNTY shall furnish a legal description and a certified land survey of the site, giving, as applicable, the following: grades and lines of streets, alleys, pave-

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ments and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5. COUNTY shall furnish the services of soil engineers or other consultants when COUNTY determines that such services are necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6. COUNTY shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 COUNTY shall furnish all legal, accounting, bond and insurance services required in connection with the Construction Contract, including such auditing services required to verify the Contractor's Requests for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of COUNTY.

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2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at COUNTY'S expense, and the ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.

2.9 COUNTY shall furnish required information and services and shall render approvals and decisions as expeditiously as possible for the orderly progress of the ARCHITECT'S services and of the Work.

ARTICLE 3 - COMPENSATION

3.1 Basic Compensation: The maximum basic compensation payable to ARCHITECT pursuant to this Agreement shall be the sum of $55,000.00 (Fifty Five Thousand dollars) payable in progress payments as follows:

3.1.1 Progress Payments:

Payments for services rendered pursuant to this agreement shall be calculated so that Basic Compensation paid during each phase shall equal the following percentages of the total Basic Compensation authorized pursuant to this Agreement:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Document Phase	80%
Bidding Phase	83%
Construction Phase	95%

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Completion of Agreement 100%

3.2 Additional Compensation

3.2.1 The fees for additional compensation, when authorized by this Agreement, shall be as set forth on Exhibit C hereto, incorporated herein by this reference.

3.3 Reimbursable Expenses:

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the ARCHITECT for the expenses listed in the following Subparagraphs:

3.1.1 Expenses of transportation in connection with the Project, including living expenses in connection with out-of-town travel and long distance communications.

3.3.2 Expense of reproductions requested by COUNTY, over and above the number of copies to be delivered pursuant to Article 1, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the ARCHITECT and the Architect's consultants.

3.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

3.3.4 If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates, at one and one half the rates shown on Exhibit C.

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3.3.5 Expense of renderings, models and mock-ups requested by the COUNTY.

3.4 Compensation in Event of Termination:

3.4.1 In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 3.4.2.

3.4.2 Termination expenses include the ARCHITECT's fees earned to date, as set forth in Sections 3.1, 3.2 and 3.3 hereinabove, less amounts paid to date, plus an amount computed as follows:

.1 If termination occurs prior to commencement of the Design Development Phase, 20% of the fee payable upon the approval of the Schematic Design Phase; or

.2 If termination occurs prior to commencement of the Construction Documents Phase, 10% of the fee payable upon the approval of the Design Development Phase; or

.3 If termination occurs prior to commencement of the Bidding Phase, or subsequent phases, 5% of the fee payable upon the approval of the Construction Document Phase, whichever is applicable.

3.4.3 Payment by the COUNTY of the termination expenses set forth in Section 3.4.3 and receipt thereof by ARCHITECT, shall constitute full and complete per-

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formance of this Agreement by COUNTY, and shall be in lieu of all claims, demands or causes of action by ARCHITECT of any nature arising from the performance of this Agreement.

ARTICLE 4. METHOD AND TIME OF PAYMENT OF COMPENSATION:

4.1 Submission of Claims: Monthly, ARCHITECT shall submit claims for compensation for services rendered to date, including basic compensation limited to the amounts set forth in Section 3.1.1, Additional Compensation and Reimbursable Expenses, if any. Said claims shall be submitted no later than the fifteenth (15th) of the month following the month during which the claimed compensation was earned.

4.2 Claims Forms: ARCHITECT shall submit requests for payments on forms provided by COUNTY, and shall submit reasonable verification as required by COUNTY to support said claim.

4.3 Claims Approval: Said claims shall be submitted to the Director of the County Facilities Department of COUNTY, who shall take such steps as are necessary to verify the claim's accuracy, and recommend it for payment if accurate and authorized by this Agreement.

4.4 Claims Payment. COUNTY shall pay all approved claims no later than the last day of the month following the month during which the services were performed by ARCHITECT.

ARTICLE 5 ARCHITECT'S ACCOUNTING RECORDS:

5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a

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Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

ARTICLE 6 TERMINATION OF AGREEMENT

6.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.2 This Agreement may be terminated by the COUNTY upon at least seven days' written notice to the Architect whether or not Architect has failed substantially to perform.

6.2.1 Upon cancellation of this Agreement or suspension of work by either COUNTY or ARCHITECT, all rights of the parties shall terminate, except as to payments due ARCHITECT pursuant to Section 3.4.2 hereof.

6.2.2 Upon cancellation of this Agreement or suspension of work by either COUNTY or ARCHITECT, ARCHITECT shall furnish to COUNTY all documents and drawings prepared under this Agreement, whether complete or incomplete.

ARTICLE 7. HOLD HARMLESS; PROFESSIONAL LIABILITY AND OTHER INSURANCE:

7.1 Hold Harmless: ARCHITECT agrees to indemnify and save harmless COUNTY, its officers, agents and employees from and against any and all claims, demands, losses, defense costs,

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or liability of any kind or nature which COUNTY, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ARCHITECT's performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of COUNTY.

7.2 During the entire term of this Agreement, ARCHITECT shall obtain and maintain in full force and effect professional errors and omissions (malpractice) liability insurance, which shall include the following provisions:

7.2.1 Policy Limits. The policy limits of said insurance shall be no less than FIVE-HUNDRED-THOUSAND ($500,000) DOLLARS per occurrence.

7.2.2 Occurrence or Claims Made Coverage. Said insurance shall be on either an occurrence or a claims made basis; provided, however, if said insurance shall be provided on a claims made basis.

(1) ARCHITECT shall before the completion of this agreement shall provide for the maintenance of such insurance for a period of one (1) year following completion of this agreement and shall furnish COUNTY with evidence of coverage and payment of premiums, and

(2) Notwithstanding the provisions of Article 3 and Article 4 hereinabove, COUNTY may withhold from any

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payments due ARCHITECT an amount sufficient to pay premiums on such insurance for the period required following completion of this agreement, and COUNTY shall have the right to pay such premium on behalf of ARCHITECT.

7.3 Other Insurance. During the term of this Agreement, the ARCHITECT will at all times maintain at his expense the following:

7.3.1 Workers' Compensation Insurance. Workers' Compensation Insurance as required by State law.

7.3.2 Comprehensive general liability insurance: Comprehensive general liability insurance naming COUNTY, its Board of Supervisors, officers and employees as additional insured. Comprehensive general liability insurance shall not be less than ONE-HUNDRED-THOUSAND ($100,000) DOLLARS per person and THREE-HUNDRED-THOUSAND ($300,000) per accident, for bodily injury, and TWENTY-FIVE-THOUSAND ($25,000) DOLLARS for property damage.

7.4 Notification of Cancellation. Said insurance policies shall provide that they shall not be cancelled, limited in scope of coverage, or not renewed, until thirty (30) days after written notice thereof has been delivered to COUNTY.

7.5 Effective Date of Coverage: Said insurance policies shall be in force on the first day of the term of this Agreement. ARCHITECT agrees to deposit with COUNTY, on or before the

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effective date of this Agreement, certificates of insurance necessary to satisfy COUNTY that the insurance provisions of this Agreement have been met and to keep such insurance in effect and the certificates thereof on deposit with the COUNTY during the entire term of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Meaning of Terms:

Terms in this agreement are intended and shall be construed as having the same meaning as those terms have in the general conditions of the Contract for Construction to be prepared by Yolo County and submitted to interested bidders during the Bidding Phase of the Project.

8.2 REUSE OF PLANS

8.2.1 In the event COUNTY desires to reuse the plans in total or in part on this or any other site, or if COUNTY desires to complete any uncompleted portion of the Project, ARCHITECT shall be relieved of all responsibility for the construction resulting from such reuse unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.

8.2.2 ARCHITECT shall not be entitled to any fees for such use of plans unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.

8.3 NON-DISCRIMINATION IN EMPLOYMENT:

COUNTY and ARCHITECT agree that no discrimination shall be made in the employment of persons because of the race,

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color, sex, religion or national origin of such person.

8.4 TERM OF THIS AGREEMENT

This Agreement shall be in effect from and after the date of execution by COUNTY, and shall terminate upon approval by COUNTY of a Notice of Acceptance, or if no such notice is filed, sixty (60) days after actual completion of the work, whichever occurs first. ARCHITECT services required after that termination date shall be compensated as provided under Section 3.2. Additional Services shall be performed upon written instruction by COUNTY.

8.5 PROJECT DIRECTOR:

The Project Director shall be the DIRECTOR OF COUNTY FACILITIES of the COUNTY or his authorized representative. He shall represent COUNTY in all matters pertaining to the services to be rendered under this contract except when approval is specifically required by the Board of Supervisors.

8.6 AUTHORITY OF COUNTY:

This Agreement shall not be considered as giving exclusive authority to ARCHITECT for performing all services pertaining to the design and construction of the Project. COUNTY may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to ARCHITECT.

8.7 NOTICES

All notices shall be deemed to have been given when made in

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writing and delivered or mailed to the respective representatives of COUNTY and ARCHITECT at their respective addresses as follows:

ARCHITECT: Alfred Graf AIA
P.O. Box 653
119 Main Street
Winters, CA 95694

COUNTY: B. Joseph Crescione AIA
Director, County Facilities & Grounds Maintenance Department
226 - 4th Street
Woodland, CA 95695

ARTICLE 9 SUCCESSORS AND ASSIGNS

9.1 COUNTY and ARCHITECT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal reprentatives of such other party with respect to all covenants of this Agreement. Neither COUNTY nor ARCHITECT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.4 Standards of Performance:

ARCHITECT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which ARCHITECT is engaged. All work products of whatsoever nature which ARCHITECT delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and

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workmanlike manner and conform to the standards of quality normally observed by a person practicing in the ARCHITECT'S profession.

10.5 Supervision of Employees:

All work or services performed by ARCHITECT or his firm or corporation shall be by or under the direct supervision of registered architects.

10.6 Personnel:

ARCHITECT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by ARCHITECT to perform services pursuant to this Agreement, ARCHITECT shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

10.7 Independent Contractor:

ARCHITECT shall be deemed to be an independent contractor and under no circumstances shall be or his consultants, employees, agents and/or servants be deemed to be employees, servants, or agents of the County of Yolo. ARCHITECT shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. ARCHITECT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a consequence

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of this Agreement.

ARTICLE 11 EXTENT OF AGREEMENT/WAIVER:

11.1 This Agreement represents the entire and integrated agreement between the COUNTY and the ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COUNTY and ARCHITECT.

11.2 Waiver:

The waiver by the COUNTY or any of its officers or employees of or the failure of the COUNTY or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

ATTEST:
PETER McNAMEE, CLERK

Deputy

By: Paula M Cooper
Deputy

(SEAL)

Alfred J Graf A.I.A.
ARCHITECT

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EXHIBIT "A"

PROJECT DESCRIPTION

EXHIBIT "A"

PROJECT DESCRIPTION

The County of Yolo is in need of a new building to house a County-wide Communications Center that will serve Public Safety agencies. The selected site is presently owned by the County in the vicinity of Beamer and Cottonwood Streets. This complex will house six uses:

I Communication Department Administrative offices

II Dispatch Center Complex and Computer Room

III Office of Emergency Services and the Emergency Operating Center

IV Radio Repair Shop, which will include vehicle service and work bench areas

V An area for parts storage

VI Secondary Base Transmitter site and radio tower

I Administrative Offices

The building is viewed as having two levels, the ground floor area consisting of 7,000 square feet of workable area, and the attic area where storage space and radio/emergency equipment will be located. This space will include room for six offices and adequate area for files and clerical needs. This space will have conference rooms that double as classrooms with adequate audio/visual equipment to keep the Communications Employees up to date with the latest technology.

II Dispatch Complex

This space is to include flexible lighting arrangements and the air conditioning system is to accomodate all the needed comforts of the employees in as much as this building is to be operational 24 hours a day. Within these walls, a great deal of stress is experienced by its occupants. Environment must be such as to provide a soothing and relaxing working

condition. All of the electronic equipment needed for this complex will be coordinated with the Radio System Consultant, Telecom Inc. A great deal of attention must be given to the control of environment and acoustics. The floor in this complex is to provide the maximum flexibility for equipment arrangement and future expansion. This space must allow for the future growth potential of a maximum shift of four dispatchers and three complaint operators. Space needs to be provided for a detached supervisory area that is adjacent to, but not inside, the main dispatch area. Within this area will go the supervisors console. The dispatch space is to be isolated and secured from the other activities that take place within this same complex; thus, reassuring maximum concentration and minimizing distraction. The walls are to be able to accept large maps and charts. Main restrooms must be located close to the center.

A. Computer Room

This space is to house all computer euqipment necessary to operate the emergency communication complex. Adequate electrical and ventilation is necessary to allow all the equipment at its maximum efficiency. Guidance as to the precise requirements will be available from the County's consultant.

B. Restroom Facilities

Adequate sanitation facilities will be needed to accomodate male and female employees. Due to the dual use of this space with the technicians working on equipment, restrooms are to accomodate mechanics scrub tubs. In addition, lockers must be provided for dispatch and technical personnel. Consideration must also be given to the fact that the facility is to be utilized in an emergency mode;

therefore, showers must be needed for its occupants. The walls and floors shall be designed to maximize efficiency of maintenance and minimize up-keep. Proper ventilation and lighting is to be provided throughout this area.

C. Janitorial Space

For the convenience of the janitorial staff, a central location is to be allocated for the sole purpose of storage of mops, brooms and a slop sink. This space could also house sanitary papers and other miscellaneous items.

D. Access and Security

Access to this site shall be well engineered and entry could be restricted at will, plus the entire site will be protected with high fence and TV cameras that will visually announce visitors.

III Emergency Operating Center

This space will be large enough to accomodate approximately thirty people in an emergency mode. Equipment for its use (phones, etc.) must be stored within the designated area. In addition, wall boards, status boards and display boards must be accomodated on the walls.

A. Emergency Supplies

This building is to be self sufficient; that is to say, should any of the utilities be interrupted, this facility and its occupants will not suffer or be deprived of the needed life supports. All the resources are to be within the site. Close cooperation with all utilities, especially the phone company, is imperative.

B. P-F Factor

This building is to achieve a 100 PF factor. This magnitude of protection would be achieved with earth berming and massive concrete ceiling.

C. Kitchen/Lunchroom

A room must be provided where, under Emergency Mode, meals can be prepared and served. Under normal daily use, this space will serve as an employee lunchroom. This space will have a relaxing and pleasant atmosphere. It will also have a sink, stove, microwave oven, and refrigerator as well as counter space and storage cabinets. This space will be used by all occupants of this building.

IV Radio Maintenance Shop

This space is to allow room for three vehicles to enter the space and the technicians to work on the vehicles in a clean and controlled environment. The floor is to be of a smooth concrete finish. The ceiling is to be high and free of obstructions. Walls are to accomodate work benches and miscellaneous items such as compressed air and electrical outlets for easy use by the technicians. Walls are to be of paint grade. Lighting and ventilation is to be high intensity so as to maximize work comfort. Within this space will be the shielded screen room, this is a purchased item, which permits radios to be tested without interferring with the air waves. Also, space is to be provided for work stations where the technicians will disassemble, repair and alter radios and equipment as needed. Within this work station, the technicians will have a limited supply of miscellaneous parts.

V Parts Storage

A storage space will be provided with shelves to house and protect spare parts and allow to maintain an inventory of needed parts and allow for good management as well as ease of inventory of such parts. Final design of the work area will be after the consultant and technicians have been allowed to input their ideas.

VI Secondary Base Transmitter Site

The area required for this equipment will be separate, on the second level and secured from unauthorized entry. This area, plus the radio tower specification, will be developed with Telecoms assistance.

Esthetics of Structure

This building is to be esthetically pleasing and compliment the architecture of the existing surrounding buildings with adequate landscaping and parking to accomodate the users as well as the visitor.

Special Requests of Architect

1. Architect will work closely with all users, all government agencies and county offices involved and consultants.
2. Architect is to be prepared to make a maximum of five formal presentations. Architect is to avail himself for a maximum of five day travel time to visit existing centers. Cost of such travel shall be as per Article 3.3 .

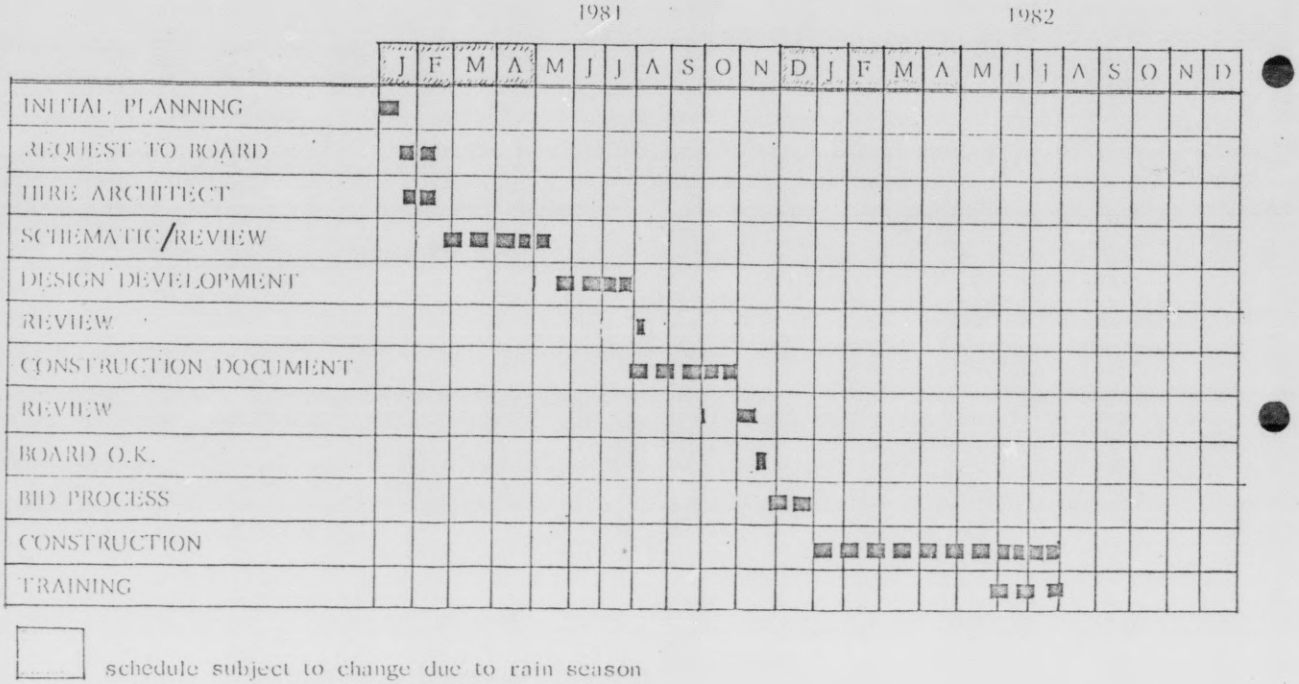
EXHIBIT "B"

TIME TABLE

EXHIBIT B

COMMUNICATIONS CENTER (STANDARD PROCEDURE)

Estimated Time Schedule



schedule subject to change due to rain season

EXHIBIT "C"

HOURLY RATE SCHEDULE

EXHIBIT "C"

HOURLY RATE SCHEDULE

Charges for time spent by the following classifications for personnel shall be on an hourly basis as follows:

ARCHITECTS

Classification	$$ Per Hour
Principals	45.00
Project Manager	35.00
Project Designer	35.00
Architect	35.00
Draftsman	25.00
Stenographic and Clerical	18.00

ENGINEERS

Classification	$$ Per Hour
Corporate Officers (Nominal Rate)	45.00
Principal Engineers & Architects "A"	35.00
Principal Engineers & Architects "B"	35.00
Draftsmen	25.00
Stenographic and Clerical	18.00

The hourly rates stated above are based on the inclusion of direct salaries, vacation, sick leave, general office expense, normal supplies, and other items of overhead as would be normal to an engineering office, and profit.

EXHIBIT "D"

SPECIAL CONDITIONS

NONE

AGREEMENT NO. 81-59

THIS AGREEMENT, made this 29 day of April, 1981, by and between the County of Yolo, hereinafter referred to as "COUNTY", and the United States Department of Labor, hereinafter referred to as "DEPARTMENT",

W I T N E S S E T H:

RECITALS:

1. County has entered into a sub-contract with a local government entity, the Yolo County Office of Education, hereinafter referred to as "OFFICE", namely Contract Number 79-357 pursuant to Grant Number 06-0061-38, in furtherance of its responsibilities under the CETA Act in carrying out its Annual Plan.

2. An audit of the sub-contract with OFFICE by COUNTY has disclosed improper accounting procedures, to wit: lack of documentation necessary to justify wage and benefit payments to program participants, resulting inadvertant misapplication of program funds, in the amount of $1,369.89.

3. Such funds are not recoverable and the program under which they were expended is no longer operated by OFFICE.

4. The DEPARTMENT has authority to enter into negotiated settlements with prime sponsors and deems that it is in the best interest and in furtherance of the purposes of the CETA Act and Regulations to enter into this agreement.

5. During the period from July 1, 1979, through April 30, 1980, which corresponds to the period of the contract described in paragraph 1 above, OFFICE provided data processing services to CETA programs run by it. The value of these services is $3,483.78. These services have not been charged to any CETA program.

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WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

AGREEMENTS:

1. The cost of providing the data processing services are allowable under applicable CETA regulations. However, the Department Grant Officer may determine, at any time, whether such costs are allowable and thereby may exclude any costs as being disallowed for repayment.

2. The DEPARTMENT agrees to accept the services described in paragraph 5 of Recitals in lieu of repayment of the funds misapplied and will not seek said restitution for said funds. The DEPARTMENT reserves the right to audit and approve the in-lieu services rendered by OFFICE.

3. It is understood and agreed between the parties that this agreement constitutes the full, final and complete settlement of the debt in the amount of $1,369.89 arising from Grant Number 06-0061-38.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____ DEPUTY

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

UNITED STATES DEPARTMENT OF LABOR

BY _____
GRANT OFFICER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EXHIBIT "A"

1. Consultant shall pay for travel, meals, lodging and other personal expenses from Contract Amounts in each phase of the project.

2. The Agency shall advance the consultant $1,000 for initial travel and personal costs to execute Phase I in Yolo County.

3. Any sub-contracting work shall be presented to County's designated representatives and shall be approved in writing by each County representative.

4. County's Designated Representatives shall be Tom Jones and Dan Frank.

5. The Agency shall provide and pay for a dial-up line for remote programming support and system monitoring.

6. Consultant shall keep and maintain an hourly log of time spent in consultation for each phase of the project.

7. The Consultant shall keep and maintain a travel-log to include travel costs, dates, meal costs and personal item costs. Costs for travel, meals and personal expenses can not exceed amounts allowed to County employees as indicated by Yolo County policies.

EXHIBIT "B"

1. Rates: Consultant shall be paid at the rate of $25.00 per hour for programming, training, development and testing.

Sub-contract support activities shall be paid at the rate of $12.50 per hour.

FILED

MAR 19 1981

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 81-60

(For certain Consultant Services)

THIS AGREEMENT, made and entered into this 17 day of March, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and with JOHN WALTER QUIST, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

RECITALS:

1. COUNTY'S Health Services Agency, Mental Health Services Division, hereinafter referred to as AGENCY, has need of JOHN WALTER QUIST, hereinafter referred to as CONSULTANT.

2. AGENCY requires a Data Systems Consultant familiar with Ventura and Yolo Counties data program capabilities in order to transfer and program the Ventura County Mental Health Management Information System to Yolo County Data Processing Center. CONSULTANT uniquely possesses the expertise in accordance with AGENCY'S expectations, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY and CONSULTANT are, therefore, desirous of entering into an agreement for Data System programming, training, development, and testing. Together these activities will hereinafter be referred to as PROJECT.

AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. CONSULTANT'S OBLIGATIONS:

a. Phase 1: Within four (4) weeks of execution of this agreement CONSULTANT will:

(1) Insure that materials requested about documentation requirements of Yolo County from Ventura County are complete; "Complete

Documentation" shall be defined as that currently in use by Ventura County.

(2) Assist Yolo County Data Processing Personnel to install initial data system software and materials, subject to the time limitations as defined in paragraph 3 below.

(3) Determine compatibility of programs and materials between Ventura and Yolo County systems.

(4) Work with Yolo County Data Personnel and programmers, subject to the time limitations as defined in paragraph 3 below.

(5) Determine modifications of the system which are necessary to make it operable by July 1, 1981. CONSULTANT is not obligated hereunder to have the system operating by July 1, 1981.

(6) Determine training requirements of Yolo County Personnel to operate system.

(7) Assist in adapting Ventura Forms and materials to Yolo County requirements.

(8) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the first phase of herein recited obligations.

b. Phase II: Within sixteen (16) weeks of execution of this Agreement CONSULTANT will:

(1) Advise on the implementation of data system changes and modifications identified in Phase I, subject to the time limitations defined in paragraph 3 below. CONSULTANT is not obligated hereunder to actually make the changes.

(2) Test run data system using test data from Ventura County, subject to the time limitations of paragraph 3 below.

(3) Test run data system using test data from Yolo County, subject to the time limitations of paragraph 3 below.

(4) Advise Yolo County as to how to go on-line to implement system, subject to the time limitations of paragraph 3 below.

(5) Provide training of appropriate Yolo County personnel about data entry and output of the system, subject to the time limitations of paragraph 3 below.

(6) Be available for telephone and direct consultations with Yolo County personnel, after 3:30 p.m. Monday through Thursday, and all day Fridays, and subject to the time limitations of paragraph 3 below. Telephone calls to CONSULTANT shall be to (805) 985-5587.

(7) Train Yolo County personnel in operations of system, subject to the time limitations of paragraph 3 below.

(8) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the second phase of herein recited obligations.

2. COUNTY'S PROJECT OBLIGATIONS:

a. Designate representatives responsible to;

(1) Authorize major steps to be undertaken;

(2) Review findings, conclusions, and recommendations of CONSULTANT;

(3) Authorize advancement of the PROJECT to each subsequent phase and the progress and final payments to CONSULTANT; and

(4) Coordinate PROJECT'S day-to-day progress.

b. Provide at Yolo COUNTY'S expense any required materials and supplies.

c. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROJECT.

d. COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT

which provides adequate and reasonable time for review.

e. COUNTY shall provide CONSULTANT with appropriate working space, access to a HP-264X terminal, and timely line printer output during that period during which CONSULTANT is on-site. The non-availability of computer time or HP supplied software shall extend the four week and 16 week periods of Phases I and II by the time of said non-availability but shall not extend the time limitation of paragraph 3 below.

3. **MAXIMUM TIME TO BE WORKED BY CONSULTANT:** Notwithstanding any other paragraph to the contrary, CONSULTANT shall not be obligated to work on-site more than twenty (20) working days hereunder. COUNTY specifically acknowledges and agrees that the COUNTY OF VENTURA shall have the first option to utilize CONSULTANT'S time and services, and any acts to be performed hereunder shall be subject to said limitations. CONSULTANT shall not be required to perform on-site work on days specified by the County of Yolo; any on-site work shall be performed on days approved by the COUNTY OF VENTURA.

4. **COUNTY'S DESIGNATED REPRESENTATIVES:** Will be designated in the Working Protocols.

5. **ASSIGNMENT/SUB-CONTRACTING:** CONSULTANT may assign or sub-contract its responsibilities hereunder upon the express written consent of COUNTY'S herein designated representatives. It is specifically understood that a grant of such consent does not release CONSULTANT from accountability hereunder. COUNTY hereby consents to the sub-contracting of CONSULTANT'S work hereunder to HAMILTON CHAFFEE.

6. **COMPLIANCE WITH CODE:** CONSULTANT agrees to comply with all applicable provisions of the Community Services System Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code, commencing with Section 5328 and Title 45 Code of Federal Regulations, Section 250.50 regarding confidentiality of patient information and the Confidential

Medical Records Act of 1978.

7. PAYMENT:

a. Upon satisfaction of all conditions precedent and upon completion of each phase and submission of invoice which attaches those reports as are required hereinabove, COUNTY will pay CONSULTANTS in accordance with fee schedule attached hereto as Exhibit "B" and incorporated herein by reference.

b. The maximum total payment to CONSULTANT for performance under the terms of this agreement will not exceed TWELVE THOUSAND DOLLARS ($12,000).

c. Where a herein recited report or claim is due from CONSULTANT within a Project phase, payment for that phase is expressly conditioned upon accomplishment of tasks listed herein for that phase.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is doubt as to the proper characterization of a provision as a promise or a condition, it shall be construed to be both a promise and a condition.

8. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the directions and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. CONSULTANT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

9. AMENDMENTS: Except as otherwise provided herein, the terms of this Agreement together with any exhibits attached hereto, fully expresses all

understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of this agreement by the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

11. TERM: This agreement shall commence upon execution and terminate at the conclusion of Phase II. This agreement may not be cancelled by either party except for cause, anticipatory breach of contract, or lack of funds to complete the PROJECT.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Linda M. Conner
Deputy

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

CONSULTANT

John Walter Quist
JOHN WALTER QUIST

Approved as to Form

Deputy County Counsel

FILED

MAR 19 1981

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 81-61

SUBDIVISION IMPROVEMENT AGREEMENT

Parcel Map No. 3017

THIS AGREEMENT is made and entered into on this 15th day of January, 1981, by and between Roy J. Garrison, Ralpha J. Garrison, & Melvin T. Garrison hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Parcel Map No. 3017 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to parcels 2 and 3 of said Parcel Map No. 3017 Public Improvements including but not limited to street improvements consisting of concrete curbs, gutters, and driveway aprons, asphalt paving and base, and storm drainage facilities necessary to adequately drain said Subdivision in accordance with said plans and specifications to be prepared in conformance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than one hundred (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Parcel Map No. 3017.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000.00 in respect to personal injuries and/or death of any one person, $1,000,000.00 in respect to personal injuries or death for any one occurrence and $500,000.00 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Parcel Map No. 3017 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $50.00 guaranteeing payment of the cost of setting each monument of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
By Elsie M. Cooper
Deputy

COUNTY OF YOLO
By Robert N. Blair
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBDIVIDER
By Ray J. Harrison
By Helen T. Harrison
Ralph J. Harrison

ATTEST:
Peter McNamee
County Clerk
By Elsie M. Cooper
Deputy

Recommended for Approval to the Board of Supervisors of the County of Yolo:
Lloyd H. Roberts
Director of Public Works

Approved As To Form:
County Counsel

Date: March 3 1981

REGIONAL TRANSIT MEMO

DATE: March 3, 1981

AGREEMENT NO. 81-62

TO: County of Yolo
FROM: Sacramento Regional Transit District
RE: Exhibit I -- 1980-81 Service Contract

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the twenty-first day of September, 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo effective on the first day of July, 1980.

Service Period	Lines	Service Level	Rates	Total Cost	Credits		Net Cost
7-1-80 thru 6-30-81	40, 41, 42, 67	177,589 mi. 11,115 hr.	$ 1.34/mi. $21.53/hr.	$486,300	Fares:	$116,000	$268,800
					Section 5:	98,500	
					Local General Fund:	3,000	
					Total	$217,500	

Modifications to this service level shall be accomplished in the manner set forth in the above cited Agreement.

There shall be an automatic adjustment to rates as of the first day of July of each year as set forth in Paragraph "G" of the Agreement to which this Exhibit is an attachment.

DIRECTOR OF PUBLIC WORKS,
Yolo County

ACTING GENERAL MANAGER,
Regional Transit

AGREEMENT NO. 81-

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of April 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Woodland Center of Yolo Community College hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin April 1, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 2,340 (based upon attendance), as set forth on Signature Sheet.

(b) Payment of costs incurred under this contract shall be calculated on the basis of an approved claim at the end of each module as follows:

(1) Within ten (10) days following the completion of each module, SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding module.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions ~~or~~ provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-63.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N Clark

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

Yuba Community College District

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

March 6, 19 *81*

Dean of Instruction

(Date)

(Title of Authorized Officer)

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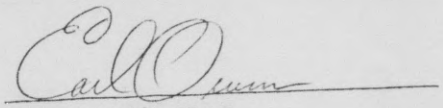
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yuba Community College District

Name of Subgrantee



Authorized Signature

March 6, 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

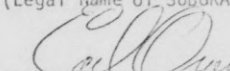
x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yuba Community College District — March 6 — 1981

(Legal Name of SUBGRANTEE) — (Date)



(Signature of Authorized Officer)

Dean of Instruction

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:_____

Fecha:_____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employmept and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Earl Orum, AM RESPONSIBLE FOR

Yuba Community College District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Earl Orum, Deputy

SIGNATURE OF THE PERSON RESPONSIBLE

CONTRACT NARRATIVE

PROGRAM TITLE: Upgrading Mechanic Maintenance Workers

PROGRAM PRINCIPLES:

A. Yolo County Manpower Administration
B. Yuba Community College/Woodland Center
C. Carlon Industries, an Indian Head Company

INTRODUCTION

This contract narrative will serve to establish specific program stipulations related to the Upgrade Training of Mechanical Maintenance Workers. The program will involve the Woodland Center of Yuba Community Office (hereafter referred to as Yuba College), Carlon Industries (hereafter referred to as Carlon), and the Yolo County Manpower Administration (hereafter referred to as the Prime Sponsor). This contract narrative will also set forth the procedures for involving employees of other firms wishing to upgrade their mechanical maintenance workers.

PROGRAM STIPULATIONS

This section will outline specific program stipulations pertinent to the operation of the upgrade training and will also serve to delineate responsibilities of each party.

Prime Sponsor. The Prime Sponsor through the Private Industry Council (PIC) will reimburse Yuba College at the rate of $3.25 per hour per student not enrolled into the class, to a maximum of fifteen (15). For example, five (5) students enrolled through the duration (i.e. 72 hours of classroom instruction) would result in the following cost calculation:

$3.25 X 10 vacant slots X 72 hours = $2,340

Billing will be based upon enrollment levels at the end of each module of instruction. Invoices submitted to the Prime Sponsor will include the method of calculation used. The Prime Sponsor will also be responsible for eligibility certification and recruitment for the private sector manufacturing community.

ELIGIBILITY TO PARTICIPATE

Eligibility for enrollment into the upgrade training program will be based upon the following criteria:

Individuals who are:

- Operating at less than full skill potential; and,
- Working for at least the prior six months in either entry level, unskilled or semi-skilled positions; or,
- Positions with little or no advancement opportunity in a normal promotional line.

ELIGIBILITY PROCEDURE

All employers wishing to enroll employees into the upgrade training will submit a formal request to the Prime Sponsor for employer admittance which:

A. Identifies those employees to be considered,

B. Certifies consistency with the above eligibility criteria on each employee identified; and,

C. Each employer must complete all pertinent CETA forms and an Application Self-Certification Form (Attached).

Yuba College. The Woodland Center of Yuba Community College will be the primary training provider. Under the terms of this contract Yuba College will implement a curriculum involving three (3) twenty-four (24) hour modules. The curriculum plan will commence April 2, 1981 and is included as Attachment "A" of this contract.

Yuba College will be responsible for monitoring, documenting and reporting classroom progress by the enrollees to the Prime Sponsor and manufacturing firms to which the enrollees are attached. Reporting of enrollee performance will occur regularly through the duration of the classroom instruction and comprehensively graded at the completion of each module.

Yuba College will also be responsible for monthly billings to the Prime Sponsor which will be based on overall enrollment as outlined under the Prime Sponsor component of this contract narrative.

Carlon. Under the terms of this contract, Carlon Industries agrees to:

A. CERTIFY that all employees enrolled in the upgrade program meet the eligibility criteria as outlined in this contract narrative,

B. REIMBURSE enrollees/employees for training time at a pre-training wage rate of $7.55 hourly,

C. INSURE that all wages paid to enrollees are consistent with state and federal statutes on overtime pay to employees,

D. INSURE that each employee successfully completing all three (3) classroom modules will receive an immediate hourly wage increase of eighty-nine cents (.89) (i.e. pre-training at 7.55/post-training at $8.44 hourly),

E. AGREES that enrollees who successfully complete the classrom instruction will remain in the same occupational categories at a higher wage rate,

F. AGREES to allow each employee enrolled a total of twenty dollars ($20) per classroom module for instructional materials and supplies on an as needed basis,

G. Agrees that because of the 6.5% limitation on upgrading, the backfill recruitment does not apply to the stipulations herein.

BACKFILLING

All parties agree that it will be the responsibility of Yuba College to report, at the end of each module, to the Prime Sponsor as to the progress and performance of the enrollees.

All parties further agree and understand that backfilling is a desirable arrangement which will be emphasized as the classroom instruction progresses and as other manufacturing firms are involved.

REPORTING

All parties agree that it will be the responsibility of Yuba College to report, on a monthly basis, to the Prime Sponsor as to the progress and performance of the enrollees.

Reporting will be accomplished concurrently with billing invoices and will at a minimum include:

A. Enrollment levels,

B. By student summary of academic progress,

C. An identification of any and all problems which detract from the quality of instruction (examples include inordinate, absenteeism, emphasses in learning on the part of enrollees or lack of necessary equipment to satisfactorily carry on the instruction).

D. Identification of the phase of instruction (i.e. Module I, II, or III).

By virtue of our signatures, all parties agree to the stipulations contained in the contract and contract narrative and agree to abide by all and any federal and state regulations pertaining to upgrade training.

For:

Yuba Community College

(Signature)

Earl Orum
(Typed Name)

Dean of Instruction
(Title)

For:

Carlon Industries

(Signature)

Ronald M. Smith
(Typed Name)

Office Manager
(Title)

For:

Yolo County Prime Sponsor

(Signature)

Robert N. Black
(Typed Name)

Chairman, Yolo County Board of Supervisors
(Title)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

UPGRADE TRAINING CONTRACT

NARRATIVE

ATTACHMENT "A": TRAINING OUTLINE

Office of Instruction
YUBA COMMUNITY COLLEGE DISTRICT

New Course
Revised Course
Old Course No. and Title, any

COURSE OF STUDY OUTLINE
(keep to one page)

C.I.D. #

DIVISION:
DEPT: AG MECH NO: 17 TITLE: General Welding UNITS:

Total hrs. for course 24 Total lect. 6 Total lab. 18

PREPARED BY (signature): DATE PREPARED:

CATALOG DESCRIPTION: Course designed to develop a foundation in knowledge and skill in using the oxy-acetylene process for cutting, welding and brazing, as well as the arc welding process for building and repairing agriculture equipment.

PREREQUISITES:

TOPICAL OUTLINE	SPECIFIC PERFORMANCE OBJECTIVES OF COURSE (not intended to match Topical Outline items line for line)
1. Safety (a) Eye Protection (b) Proctective Clothing (c) Fires, Explosions (d) Dust, fumes (Respiratory Protection) (e) Electrical	The students will be able to: 1. Arc Weld in all four positions with minimal weld defects.
2. Oxy-Acetylene Welding	2. Gas weld with a uniform appearing bead that denotes good fusion, correct flame adjustment and weld shape and size.
3. Oxy-Acetylene Brazing (Steel & Cast Iron)	3. Braze steel and cast iron, using the proper methods of preparation and brazing techniques.
4. Oxy-Acetylene Hardfacing	
5. Stick Electrode Arc Welding & Hardfacing	4. Use proper marking, layout and cutting methods for Oxy-Acetelyne cutting various steel shapes.
6. All Processes will be used in all positions, i.e. flat, horizontal, vertical & overhead	5. Use of the Arc and Oxy-Acetylene process for hardfacing in accordance with accepted practices.

TEXT - author(s) T. B. Jefferson
title: Metals and How To Weld Them
publisher: Welding Engineering Pub., Inc. edition: date:

APPROVAL SIGNATURES:
Division Dean date Committee Chair date V. P. dat

Office of Instruction
YUBA COMMUNITY COLLEGE DISTRICT

New Course ____
Revised Course XX
Old Course No. and Title, any ____

COURSE OF STUDY OUTLINE
(keep to one page)

C.I.D. #

DIVISION: Applied Arts and Science
DEPT: Ag Mech NO: 97 TITLE: Industrial Mechanics UNITS: 1

Total hrs. for course 24 Total lect. 6 Total lab. 18

PREPARED BY (signature): ____ DATE PREPARED: 2/10/81

CATALOG DESCRIPTION:

PREREQUISITES:

TOPICAL OUTLINE	SPECIFIC PERFORMANCE OBJECTIVES OF COURSE (not intended to match Topical Outline items line for line)
Blueprints Tolerances Gears Pulleys Shop Safety General Maintenance Hydraulic Pumps Fluids	Students will be able to: 1. Read and interpret simple schematic and blueprints 2. Measure and understand tolerances 3. Be familiar with different types of lubrication and the meaning of viscosity 4. Understand the meaning of Preventive Maintenance and how the maintenance person can assist, e.g., checking fluid levels, vibration, heat. etc. 5. Properly care for and safely use hand tool 6. Work with gears, bearings, fasteners, belt and pulleys, chains and sprockets, seals and gaskets 7. Understand application of pneumatics, know basic plumbing techniques, basic hydraulic and fluid mechanics

TEXT - author(s)
title:
publisher: edition: date:

APPROVAL SIGNATURES: ____ Division Dean date ____ Committee Chair date ____ V. P. dat

Office of Instruction
YUBA COMMUNITY COLLEGE DISTRICT

New Course
Revised Course XX
Old Course No. and Title, if any

COURSE OF STUDY OUTLINE
(keep to one page)

C.I.D. #

DIVISION: Applied Arts & Science
DEPT: Electronics NO: 97 TITLE: Applications of Electric/Electronics UNITS: 1

Total hrs. for course 24 Total lect. 6 Total lab. 18

PREPARED BY (signature): DATE PREPARED: 2/10/80

CATALOG DESCRIPTION:

PREREQUISITES:

TOPICAL OUTLINE	SPECIFIC PERFORMANCE OBJECTIVES OF COURSE (not intended to match Topical Outline items line for line)
	Students will be able to:
Electric Fundamentals Voltage Current Resistance	1. Construct typical circuits and use test equipment
Series Circuits Parallel Circuits Capacitors	2. Use a borescope, voltmeter, wiggy and ampmeter
Inductors DC RC Circuits DC RL Circuits	3. Read and interpret the electrical ladder diagram and wiring diagram
AC Current and Voltage Resistive AC Circuits	4. Measure and understand tolerances
Capacitive AC Circuits AC RC Circuits AC RL Circuits AC RCL Circuits	5. Understand the application of and the replacement of circuit breakers and motor starters
Power Supplies	6. Know the difference between AC and DC motor application, as well as proper wiring and connections

TEXT - author(s)
title:
publisher: edition: date:

APPROVAL SIGNATURES:
Division Dean date Committee Chair date V. P. date

COUNTY OF YOLO

FILED

MAR 25 1981

PETER McNAMEE, Clerk

DEPUTY

Subgrant Signature Sheet

Title VII PSIP

Agreement/ Subgrant No. 81- 63

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yuba Community College/Woodland Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Yuba Community College/ Woodland Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Upgrading Mechanical Maintenance Workers
MAILING ADDRESS	: 635 California Avenue
CITY & STATE	: Woodland, CA 95695 PHONE : (916) 666-4454
PROGRAM DIRECTOR	: Ray Gutierrez, Woodland Center Director/Assistant Dean

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on April 1, 1981.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $2,340 (based upon attendance).

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Earl Orum	By Signature: Robert N. Black
Name and Title: Earl Orum, Dean of Instruction	Name and Title: Robert N. Black, Chairman, Yolo County Board of Supervisors
Date: 3/6/81	Date: 4/1/81

Type Name and Title of Authorized Officer

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. Yuba Community College/Woodland Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Contract Narrative

(i) Training Outline (Attachment "A")

(j) Signatory Page

(k)

(l)

(m)

(n)

(o)

FILED

MAR 31 1981

PETER McNAMEE, Clerk
By Linda M. Cooper
DEPUTY

AGREEMENT NO. 81-64

(Lease of Real Property)

THIS LEASE, made and entered into this 31st day of March, 1981, by and between KIME TOYAMA and LILLIAN TOYAMA, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA, hereinafter called TENANT.

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

The building and surrounding land area located wholly within Yolo County Assessor's Parcel 6-564-11 located in Woodland, California. An area comprising of approximately 4,500 square feet of building space together with all related parking space. Said area being more commonly known as 439 Second Street.

2. USE. The premises shall be used and occupied only for the purpose of County offices or any other office use reasonably related thereto.

3. TERM.

a. Duration. The term of this lease shall be for a period of three years, hereinafter referred to as "original term".

b. Commencement. The term shall commence on April 1, 1981 and shall terminate on March 30, 1984.

c. Option to extend term. TENANT is given the option to extend the term on all provisions contained in this lease for a one year period ("extended term") following expiration of the initial term, by giving written notice of exercise of the option ("option notice") to LANDLORD not later than thirty (30) days prior to the original term expiration subject only to renegotiation of rent.

4. HOLDING OVER. If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration or termination of the term or after the date in any notice given by LANDLORD to TENANT terminating this lease, such possession by TENANT shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice given at any time by either party. All provisions of this lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

5. MONTHLY RENTAL. The monthly rental shall be TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($2,250), payable on the first day of each month.

6. UTILITIES. TENANT shall pay all charges for utilities.

7. DAMAGE OR DESTRUCTION.

a. Total destruction. In case the improvements located on the premises shall be totally destroyed, this lease shall terminate.

b. Partial destruction. In the event of a partial destruction of said premises during said term, from any cause, LANDLORD shall forthwith repair the same, provided such repairs can be made within ninety (90) working days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in nowise annul or void this lease, except that TENANT's rent shall be proportionately abated should such construction or reconstruction be for a period in excess of ninety (90) working days. If such repairs cannot be made in ninety (90) working days, then either party may, at its option, terminate the lease. This election so to terminate the lease must be made by notice in writing, given no later than fifteen (15) days after LANDLORD's notice to TENANT that repairs cannot be made within ninety (90) working days.

8. MAINTENANCE, WASTE AND ALTERATIONS.

a. Maintenance. Except as provided herein, TENANT, at its own cost shall maintain premises in safe, neat, and clean condition at all times. TENANT will perform minor periodic maintenance including changing electric lamps and ballasts, changing heating and air conditioning filters on a 6 month basis. LANDLORD at its own cost, shall maintain in good condition the structural parts of the building and other improvements in which the premises are located,

which structural parts shall include the foundations, bearing and exterior walls (excluding glass), roof, heating and air conditioning systems, and unexposed portions of the electrical, plumbing and sewage systems. In addition to the foregoing, LANDLORD shall maintain all outside areas of the premises, including parking lot, and within the exterior boundaries of the property. In the event that LANDLORD fails or refuses to make such repairs or causes such repairs to be made, then TENANT may cause the same to be done at the expense of LANDLORD and such expense shall be offset against any monies due by the terms hereof from TENANT to LANDLORD.

b. Waste and Alteration. TENANT shall not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisances, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof, without the written consent of LANDLORD first had and obtained, provided, however, that any fixed improvements by TENANT shall remain with the property upon termination of this lease.

9. GLASS. TENANT agrees to replace immediately, at TENANT's cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or by TENANT's agents or employees.

10. INSURANCE.

a. Liability Insurance. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

b. Property Insurance. LANDLORD shall obtain and keep in force during the term of this lease, a policy or policies of insurance covering loss or damage to the premises, but not to TENANT's fixtures,

equipment, or TENANT's improvements in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) but not plate glass insurance.

11. WAIVER OF SUBROGATION. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, TENANT's improvements, and alterations of either LANDLORD or TENANT in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

12. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees.

13. TAXES.

a. Increases. Beginning with the fiscal year 1981-82 and each succeeding year thereafter, subject to the term of the lease, TENANT shall pay to LANDLORD upon demand, accompanied by proof of payment, the amount of which the real property taxes upon TENANT's area exceed those for the 1980-81 fiscal year as determined by Section 13.b.

b. Real Property Taxes Upon Lease Area. Real property taxes on the leased area shall be those taxes that may be determined to have been levied on the Assessor's Parcel comprising the leased structure and the total land area used and occupied by TENANT, in accordance with the description of this lease.

14. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed as both a covenant and a condition.

15. BINDING ON SUCCESSORS. The term and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

16. TENANT shall not assign lease or interest therein without written consent of LANDLORD.

17. NOTICES. All notices required by this Agreement shall be in writing, and shall be served by deposit in the U.S. Mail, postage paid, and addressed as follows:

TENANT: DIRECTOR OF GENERAL SERVICES AGENCY
COUNTY COURTHOUSE
725 COURT STREET
WOODLAND, CALIFORNIA 95695

LANDLORD: KIME TOYAMA & LILLIAN TOYAMA
816 MEADOW CIRCLE
WOODLAND, CALIFORNIA 95695

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Deputy

LANDLORD: KIME TOYAMA & LILLIAN TOYAMA

BY Kime Toyama

BY Lillian Toyama

TENANT: COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
Chairman of the Board of Supervisors

ATTEST:
PETER McNAMEE, Clerk

BY (deputy)

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY
DEPUTY COUNTY COUNSEL

LEASE AGREEMENT SUMMARY SHEET

FOR BOARD OF SUPERVISORS

BACKGROUND: contained in the cover letter

DESCRIPTION OF PREMISES: approximately 4,500 square feet in the building and 25 parking spaces located at 439 Second Street, Woodland, California.

PROPOSED USE: County Recorder

CONTRACTOR: Kime and Lillian Toyoma
816 Meadow Circle
Woodland, California 95695

TERM OF LEASE: initial term three (3) years. Option to renew for a one-year or on a month to month basis.

MONETARY PROVISIONS:

a. Rent: initial rent is $2,250 per month or $27,000 annually which equates to 50¢ per square foot. After considering present building rental of $763 per month or $9,156 annually the effective new rental rate is 33¢ per square foot.

   A survey of office space in this particular area made by our Assessor's Office indicates rental is 47¢ per square foot to 53¢ per square foot which indicates the proposed rental is in line with current market prices.

b. Contractor provides major maintenance for all heating, air conditioning, plumbing and parking lot.

c. Tenant pays utilities and provides appropriate liability insurance coverage.

FILED

APR - 1 1981

PETER McNAMEE, Clerk

By [signature], Deputy

AGREEMENT NO. 81-65

(Agreement Between County of Yolo and
Knights Landing Community Services District
Subgranting Funds Received Pursuant to
Roberti-Z'Berg Urban Open Space and
Recreation Program Act)

This Agreement made and entered into this 31st of March 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Knights Landing Community Services District, hereinafter referred to as DISTRICT,

W I T N E S S E T H:

RECITALS:

1.(a) On March 20, 1979 COUNTY was granted $10,000 by the California State Department of Parks and Recreation, hereinafter called STATE, for the construction of park facilities in Knights Landing, pursuant to the Roberti-Z'berg Urban Open Space and Recreation Program Act, hereinafter, ACT. This grant was approved by the Board of Supervisors by Agreement No. 79-76.

1.(b) COUNTY is to receive the grant money in two phases: 90% in advance of work done and 10% after completion of work and approved by STATE of expenditures made.

2. The Board of Supervisors desires to subgrant to the Knights Landing Community Services District for the purpose of carrying out the State Grant.

AGREEMENTS:

1.(a) COUNTY agrees to pay to DISTRICT forthwith, the sum of NINE THOUSAND DOLLARS ($9,000). Payment of this sum is conditioned upon receipt of grant monies from STATE. COUNTY shall have no obligation to pay DISTRICT any monies not actually received by COUNTY from STATE.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

(b) COUNTY agrees to pay to DISTRICT the remaining ONE THOUSAND DOLLARS ($1,000) of the TEN THOUSAND DOLLAR ($10,000) grant upon receipt of said monies from STATE. DISTRICT agrees that COUNTY's receipt of said ONE THOUSAND DOLLARS ($1,000) is conditioned upon the approval by STATE of the expenditure by DISTRICT of the funds received by it under paragraph 1.(a). COUNTY shall have no obligation to pay to DISTRICT any monies not actually received from STATE.

2. It is agreed that the DISTRICT shall assume, in consideration of receipt of grant monies from COUNTY, all of the obligations imposed upon COUNTY by the STATE in the Agreement between COUNTY and STATE which is attached hereto as Exhibit A.

3. The parties further agree that DISTRICT shall indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims or losses accruing or resulting from any activity undertaken by DISTRICT pursuant to this grant.

4. The parties further agree that COUNTY may terminate this agreement and be relieved of the payment of any sum thereunder should COUNTY reasonably determine that DISTRICT has failed to abide by any of the provisions of this agreement, including the provisions of the Agreement between COUNTY and the State of California, which is attached hereto as Exhibit A.

5. DISTRICT agrees to refund and return to COUNTY any monies which COUNTY is required to refund or return to the State of California pursuant to a finding by STATE that COUNTY has not adhered to the terms of its agreement with STATE.

6. It is further agreed that no alteration or variation in the terms of this grant shall be valid unless made in writing and agreed to by COUNTY and approved by STATE.

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

7. It is further agreed that DISTRICT shall fully assist and cooperate with COUNTY in carrying out any responsibilities and obligations which COUNTY may have to STATE pursuant to its agreement with STATE.

8. The parties hereto further agree that DISTRICT shall make available to COUNTY on demand at all reasonable times and places, any records of DISTRICT relating to this grant.

9. It is further agreed that DISTRICT shall comply with all the provisions of ACT, and any regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above shown.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Paula M. Cooper
DEPUTY

(SEAL)

KNIGHTS LANDING COMMUNITY SERVICES DISTRICT

BY Paul E. Wardlow
PAUL E. WARDLOW, President

ATTEST:

Franklin K. Barbour

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Paula M. Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

(S E A L)

FILED

APR 26 1979

PETER McNAMEE, Clerk

By _____ Deputy

State of California The Resources Agency
DEPARTMENT OF PARKS & RECREATION

NEED BASIS GRANT AGREEMENT

URBAN OPEN SPACE AND RECREATION PROGRAM

Yolo County
Agreement No. 79-76

APPLICANT County of Yolo PROJECT NUMBER NN-57-302

PROJECT TITLE Knights Landing Recreation Project

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti Z'berg Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 ff) agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION

Playground, barbecue area and little league field which includes restrooms, tables, barbecues, playground equipment, dirt for ball diamond, bleachers, lights for ball diamond, park benches and chain fence. Also includes lights for existing tennis courts.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

Total State Grant (not to exceed the grant entitlement nor to exceed 75 percent of Project cost) $10,000.00

County of Yolo
(Applicant)

By _____
Signature of Authorized Representative

Title Chairman, County Board of Supervisors

Date March 20, 1979

By _____

Title _____

Date _____

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date 4/18/79

CERTIFICATION OF FUNDING

CONTRACT NUMBER 50 - 74 - 076

Project No. NN-57-302

EXHIBIT "A"

AMOUNT OF THIS ESTIMATE $10,000.00	APPROPRIATION Urban Grants			
UNENCUMBERED BALANCE $	ITEM 222	CHAPTER 359	STATUTES 1978	FISCAL YEAR 1978-79
ADJ INCREASING ENCUMBRANCE $	FUNCTION			
ADJ DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT 50-79-A0217-860			
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance	T.B.A. No.		B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER	Date 4-16-79			

DPR 513 (Rev. 8/78)

ROBERTI–Z'BERG URBAN OPEN–SPACE AND RECREATION PROGRAM ACT

Project Agreement
Special Provisions

Notwithstanding General Provision C-4 applicant has three years from the date of approval by the Director of California Department of Parks and Recreation to expend the grant moneys. If such moneys are not expended within the three-year period, the moneys shall revert to the State. (Public Resources Code 5626(b) as amended September 29, 1978).

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.

2. The term "Act" as used herein means the Roberti-Z'berg Urban Open-Space and Recreation Program Act.

3. The term "Project" as used herein means the project which is describe on page 1 of this agreement.

4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

   Applicant agrees to furnish twenty-five (25) percent of the total cost of the Project and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant shall secure completion of the development work in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement.

3. Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement including a final inspection upon Project completion.

4. All significant deviations from the Project shall be submitted to the State for approval.

5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's appraisal of such property or the amount established as compensation by a non-stipulated final judgment in an eminent domain proceeding. The appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation may be requested by the State.

   Applicant agrees to furnish State, upon request, preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

   Applicant, in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

6. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.

C. Project Performance Period

1. Applicant agrees to complete the project under the terms and conditions of this agreement.

2. Applicant may not take title to land or begin on-site construction until Project Performance Period begins.

3. The Project Performance Period shall begin when the agreement is executed by the State and continue until the project is completed or the grant funds are expended.

4. The Applicant further agrees to expend grant moneys within three (3) years from the date or receipt. (Public Resources Code 5626(b).

D. Project Costs

Up to ninety (90) percent of the total State grant amount for the Block grant or Need Basis grant to be provided the Applicant under this agreement shall be disbursed as follows:

1. Upon the State's execution of this agreement and submission of a Billing Statement by the Applicant.

2. Upon notification of completion of the Block grant or Need Basis grant project as described in the agreement or as modified and agreed to by the State.

State may perform a project completion inspection and will perform a final audit. Upon audit approval, the State will reimburse the Applicant for the remaining ten (10) percent of the total Block grant or Need Basis grant to the extent of seventy-five (75) percent of the allowable costs. (Public Resources Code 5625.)

E. Project Administration

1. Applicant shall promptly submit annual reports to the State. The Applicant shall also provide the State a report showing total final project expenditures. (Public Resources Code 5625.)

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described. (Public Resources Code 5626(a).)

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within sixty (60) days of completion of the project or end of the Project Performance Period, whichever is earlier.

5. Gross income that is earned by the Applicant from a state-approved, non-recreation use on an acquisition project, subsequent to the Applicant's taking title, must be used by the Applicant for recreation purposes at the Project.

F. Project Termination

1. Applicant may unilaterally rescind this agreement at any time prior to the expenditure of grant funds. After expenditure of grant funds, this agreement may be rescinded, modified or amended only by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of parks and public recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant shall be the substitution of a project agreed upon by both the Applicant and the State to be completed within a period of time as established by the State.

5. If the project includes development, final payment shall not be made until the project conforms substantially with this agreement and is a useable public recreation facility.

G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

2. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.

3. In the event the State is named as codefendent under the provisions of Government Code Section 895 et seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. The Applicant shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature. (Public Resources Code 5626(a).)

2. The Applicant shall without costs to the State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to the State.

J. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

BK

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 REV. 11/75

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

YOLO COUNTY AGREEMENT NO. 81-66

THIS AGREEMENT, made and entered into this 1st day of February, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Support Branch	Department of Health Services	80-64565

hereafter called the State, and

County of Yolo (Health Department)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall complete the objectives as stipulated in the attached Exhibit 'B' entitled "objectives" consisting of five pages attached and made a part of this agreement by this reference.

2. The terms and conditions stated in Exhibit A(s), B and C, which are attached and made a part thereof, constitute the additional provisions of this agreement.

3. The period of this contract shall be from February 1, 1981 through June 30, 1981.

4. The total amount payable by the State to the Contractor shall not exceed $6,000.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

APPROVED AS TO FORM
CHARLES S. MACK
COUNTY COUNSEL
By Eleanor Wells
DEPUTY COUNTY COUNSEL

STATE OF CALIFORNIA	AGREEMENT NO. 81-66 CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo (Health Deptment)
BY (AUTHORIZED SIGNATURE): ▷ Everett Uldall	BY (AUTHORIZED SIGNATURE): ▷ Robert M Black
TITLE: Everett Uldall, Chief, Contract Management Section, for: Chief, Program Support Branch	TITLE: Chairman, Board of Supervisors
	ADDRESS: 10 Cottonwood Street, Woodland, CA 95695

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

APR 17 1981

AMOUNT ENCUMBERED: $6,000	APPROPRIATION: Support		FUND: General	
UNENCUMBERED BALANCE: $	ITEM: 284 (b)	CHAPTER: 510	STATUTES: 1980	FISCAL YEAR: 1980-81
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Local Assistance Contracts			
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 7263-3701-A20402			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: ▷ Bicky Bittko — DATE: 4-15-81

I hereby certify that the conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of General Services.

E Uldall

APR 17 1981

BACKGROUND INFORMATION

Yolo County is a rural, agricultural county about 600 miles square. Its total population (based upon early compilations of the 1980 census) is 110,768. The overall population density of the county is 107.12; density figures for the individual towns is not readily available.

Yolo County is bounded on the east by the Sacramento River. Most of the southern boundary is defined by Putah Creek as it flows down Lake Berryessa at the southwest corner of the county. The western boundary is defined by the ridge of the Winters Hills. The northern edge and small sections of the western and southern boundaries are arbitrarily drawn, straight lines.

The county is dotted with small towns. For the sake of this project, only Woodland will be discussed. Woodland, the county seat, is a town of 28, 374 of whom 19% belong to an ethnic minority (Department of Finance, 1975). There are no natural boundaries or barriers in or around the town, which is approximately 9 miles square.

EXISTING SERVICES

The Yolo County Health Department has a VD Prevention/Control Program which consists of clinic services and health education campaigns.

VD clinics are held on a regular basis and include diagnosis, treatment, follow-up and epidemiologic investigations. Seventy-five percent(75%) of our patient caseload are diagnosed and treated by public institutional agencies (Health Department, Davis Free Clinic, etc.), while the remaining twenty-five percent (25%) of our cases are diagnosed by private physicians and referred to the Health Department VD Clinic for treatment. Approximately thirty-three percent (33%) of the patient caseload are of Mexican-American descent (Spanish surnames). Clinic staffing includes .20 full-time equivalent Public Health Nurse and .17 physician (VD Controller).

Health Education services are oriented to serve both the community and the VD Clinic patient. Community-oriented VD education is designed to accomplish two major objectives - 1) increase general public awareness of venereal disease, and 2) communicate VD facts and information to specific groups of people considered to be at risk, such as teenagers and special language groups. Preventing exposure and influencing infected individuals to seek treatment are the goals. Clinic-oriented VD education is designed to provide specific venereal disease information and counseling directly to the patient in the clinic setting. The VD Clinic staff provide information concerning treatment, follow-up, prevention and control.

NEEDS IDENTIFICATION

The Yolo County Health Department recognizes that the overall objective of VD health education is to present information to influence the recipients

to act responsibly to avoid infection, to seek proper treatment when they suspect infection and to support the control of venereal diseases." [1] As previously stated, we have a VD Prevention/Control Program that is attempting to meet this objective. However, there has been little or no evaluation to determine the impact of our VD education material on the patient's VD knowledge and behavior, nor to determine the effectiveness of the methods in which the material is given. It is not known how and to what degree individual patients are influenced by the VD health education process.

There is also another side to this evaluation need. Yolo County is a rural county with a significant Spanish population; this special language population has been identified as being at risk, mainly due to VD programs which lack the objectives, educational messages and techniques, and evaluation schemes designed specifically for this target group. According to VD Education Guidelines of the Center for Disease Control, VD education activities must be developed in such a way so as to impact the VD knowledge and behavior of specific target groups, particularly non-bilingual Spanish-speaking youth.[2] They document this need by stating that only 22% of this target group return for a test-of-cure for gonorrhea.[3] Too many VD health education programs fall short of their objectives when dealing with specific target groups. We have implemented a VD health education activity but have not measured its impact on the knowledge and behavior of our special language target population. Our VD health education program must be evaluated from this perspective to see if our activities are effective in accomplishing the overall objective.

GOALS AND OBJECTIVES

The broad goal is to evaluate our VD health education activities to measure their impact on the VD knowledge and behavior of our special language target population (persons with Spanish surnames). This goal is to be accomplished through a series of subgoals, each with specific performance objectives, methodology and a plan for evaluation as follows on page 4.

[1] "VD Education Guidelines", U.S. Department of Health, Education and Welfare, Center for Disease Control, 1978.

[2] Ibid., page 7.

[3] U.S. Department of Health and Human Services, Center For Disease Control, (National Initiative For VD Health Education).

METHODOLOGY

Three distinct informational and motivational messages have been developed (appendix). All Spanish-speaking clients treated for gonorrhea will receive the routine, standardized appeal to return for a test-of-cure. In addition, they will also receive, in rotation, one of the prepared messages. The one important exception will be every fourth Spanish client who receives no additional message. This latter group of Spanish-speaking clients will act as a control group.

The prepared messages will be communicated to each client using two different methods: 1) one-to-one verbal communication with a bilingual nurse, and 2) being given an informational copy written in Spanish.

Each Spanish-speaking client who returns for a test-of-cure for gonorrhea will be interviewed by the bilingual nurse or health educator to ascertain two important items: 1) which message, if any, the client received, and 2) what aspect of the message motivated the person to return for the follow-up testing.

By following these procedures, we anticipate data that will address the key objectives of the project - evaluation of educational messages to measure impact on client's VD knowledge and behavior. From this information, we can determine informational and motivational factors which will help us to better educate Spanish-speaking clients about VD, and assist us in motivating behavior. Providing VD education designed to influence behavior will help increase patient understanding and insure patient compliance. In this way, we can become more effective in our efforts to accomplish the overall objective of VD health education - THE PREVENTION AND CONTROL OF VENEREAL DISEASES.

PROJECT PERSONNEL

The project staff will be under the general direction of the Director of Public Health and will consist of:

.20 Health Educator

.45 Typist Clerk

The Health Educator will coordinate the project with assistance in the clinic setting from the VD Clinic nurse.

PROJECT REPORTS

At the end of the five-month period (February 1, 1981 - June 30, 1981), we will report on the conclusions of the project.

PROJECT GOAL (Sub-goals)	PERFORMANCE OBJECTIVE	METHODOLOGY	EVALUATION PLAN
Evaluation of VD Health Education Activities:			
a. Patient Compliance with VD Follow-up.	a. Provide VD education to increase patient understanding and promote positive behavior.	a. Supply each Spanish-speaking patient with a particular informational and motivational message in his own language, designed to motivate him to return for follow-up testing.	a. Total number of Spanish-speaking patients who return f a test-of-cure.
b. Determination of Effective VD Health Education program for Target Population.	b. Examine each educational message to ascertain level of impact on patient's behavior.	b. Conduct an attitudinal survey with each Spanish-speaking patient who returns for a test-of-cure.	b. Comparison of rates o return for follow-up testing for each message.

Exhibit B

CONTRACTOR: County of Yol (Health Department)

CONTRACT NO: 80-64565

CONTRACTOR: County of Yolo
(Health Department)

Exhibit B CONTRACT NO: 80-64565

GENERAL PROVISIONS

1. The attached Exhibit A(S), entitled "Additional Provisions", is made a part hereof by this reference.

2. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

3. In consideration of the services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and the name and title of the incumbent employee, and bearing the number of the contract, for actual expenditures in accordance with the Budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. Invoices shall be submitted directly to: Department of Health Services, VD Control Program, P.O. Box 2230, Sacramento, CA 95810, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

4. The period of this contract shall be from February 1, 1981 through June 30, 1981.

5. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977 and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

6. The maximum payable under this contract shall not exceed $6,000.00 for the period ending June 30, 1981.

7. This contract may be canceled by either party upon thirty (30) days written notice to the other party.

CONTRACTOR: County of Yolo
(Health Department)

CONTRACT NO: 80-64565

EXHIBIT "C" BUDGET
FEBRUARY 1, 1981-JUNE 30, 1981

Personal Services	Monthly	Months	Percent of Time	Amount
1 - Health Educator	$ 2,458	5	.20	$2,458.00
1 - Typist Clerk	$ 975	5	.45	2,194.00
Total, Personal Services				4,652.00
Staff Benefits - 29%				1,348.00
Total Budget				$6,000.00

Operating expenses (e.g. communications, office supplies, etc.) will be absorbed by the county.

3K

MODIFICATION

AGREEMENT NO. 81-67

REQUEST FOR MODIFICATION TO CONTRACT # 80-413 REQUEST DATE 2-10-81

CETA TITLE: IID CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California at Davis--Clerical Training Program MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 11,228 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The subgrantee has requested modification of the contract to reflect 1) personnel changes; 2) changes in staff salaries; and 3) an increase in the percentage of salary charged for the Assistant S.T.E.P. Coordinator.

MODIFICATION

The attached Operating Budget supersedes the one currently in the contract.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

FILED
MAY 12 1981
PETER McNAMEE, Clerk
By Anna M. Calvin, Deputy

$301,604 — New grant total and ~~fixed price~~

Debbie Harris — Signature of program operator

3-11-81 — Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black — MAR 31 1981
Signature of Authorized Officer — Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

IID CLERICAL modification 1-8-81

CETA OPERATING BUDGET

TITLE: IID PSE (Clerical)

CONTRACT NO. 80-413

[ ] ORGINAL [X] REVISION NO. _____

DATE Janaury 12, 1981

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, Ca. 95616

Contact Person: Bobbie Hasselbring
Phone 752-7301
Period: From 10-1-80 To 9-30-81
Program Name: Clerical Training

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						12592			12592
NOV.						15535			15535
DEC.						19861			19861
JAN.						21692			21692
FEB.						24772			24772
MAR.						26165			26165
APR.						29348			29348
MAY						29348			29348
JUNE						29349			29349
JULY						30980			30980
AUG.						30979			30979
SEPT.						30983			30983
TOTAL						301,604			301,604

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	617		7755	995	2325	900		12592
NOV.	497		10575	1357	2206	900		15535
DEC.	554		11280	1448	4853	1726		19861
JAN.	562		12690	1629	5077	1734		21692
FEB.	562		15510	1990	4976	1734		24772
MAR.	565		18330	2352	3186	1732		26165
APR.	564		21150	2714	3187	1733		29348
MAY	564		21150	2714	3187	1733		29348
JUNE	565		21150	2714	3187	1733		29349
JULY	615		22208	2850	3406	1901		30980
AUG.	615		22208	2850	3405	1901		30979
SEPT.	618		22208	2850	3406	1901		30983
TOTAL	6898		206,214	26,463	42,401	19,628		301,604

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Dr. Marr
Name and Title of Authorized Official

x Joellen Goddard
Signature

For CETA Approval Only:

Sharon Thomas
Fiscal Officer — 4-7-81 Date

Margaret J. Sheldon
CETA Director — 4/7/81 Date

ED CLERICAL MODIFICATION

OPERATING BUDGET

CONTRACT NO. 80-413

U.C. Davis

312 Mr[illegible] Hall

U.C Davis

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	4819	432	345	387	393
FRINGE BENEFITS	1832	165	132	147	149
VACATION/HOLIDAYS	559	50	40	45	45
Workers' Compensation	51	5	4	4	4
Retirement/FICA	887	80	64	71	72
Health & Life Insurance	301	27	22	24	25
Unemployment Compensation Insurance	34	3	2	2	3
TRAVEL/TRAINING					
Mileage Reimbursement	247	20	20	20	20
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	6898	617	497	554	562

Subgrantee's Name and Address

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

ATTN: Bobbie Hasselbring

Phone 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10-1-80 To 9-30-81

Contract No. 80-413

Title/Subtitle IID Clerical

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER
STEP Coordinator/ Sr. Personnel Analyst	*	25	12			6139	3069	3070	3070				
Asst. Personnel Analyst	*	100	12			16917		16917	16917				
Asst. STEP Coordinator/ Personnel Analyst	*	25	2			998		998				998	
" "	*	55	10			11294		11294				11294	
Personnel Asst. I	*	25	12			3501	1750	1751				1751	
*see attached addendum													
TOTAL						38,849	4819	34030	19987			14,043	

clerical modification 1-8-81

BUDGET ADDENDUM

STEP COORD/SR. PERSONNEL ANALYST

Oct			
wages/mo.	$2351		
fringe	894		
	$3245	X	25%= $811.00
Nov.			
wages/mo.	$1656		
fringe	629		
	$2285	X	25%= $571.00
Dec. - June (7 mos.)			
wages/mo.	$1995		
fringe	758		
	$2753	X	25%= $688.00
July - Sept. (3 mos.) 10% C.O.L.			
wages	$2191		
fringe	833		
	$3024	X	25%= $756.00

ASST STEP COORD/PERSONNEL ANALYST

Oct. - Nov. (2 mos.)			
wages/mo.	$1995		
fringe	758		
	$2753	X	25%= $688.00
Dec. - June (7 mos.) increase to 55% time charged			
wages/mo.	$1995		
fringe	785		
	$2753	X	55%= $1514.00
July - Sept. (3 mos.) 10% C.O.L.			
wages/mo.	$2191		
fringe	833		
	$3024	X	55%= $1663.00

PERSONNEL ASST. I

Oct. - Dec. (3 mos.)			
wages/mo.	$1102		
fringe	420		
	$1522	X	25%= $381
Jan - June (6 mos.) merit increase			
wages/mo.	$1149		
fringe	437		
	$1586	X	25%= $397
July - Sept. (3 mos.) 10% C.O.L.			
wages/mo.	$1260		
fringe	479		
	$1739	X	25%= $435.00

COUNTY OF YOLO

FILED

APR - 1 1981

Subgrant Signature Sheet

Title PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

Agreement/ Subgrant No. 81 68

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the University of California in Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Work-Learn and Career Planning and Placement
MAILING ADDRESS	: 312 Mrak Hall
CITY & STATE	: Davis, California 95616 PHONE : 752-7300
PROGRAM DIRECTOR	: Bobbie Hasselbring

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 2/15/81

The term of the SUBGRANT shall end on 9/30/81

The total amount of the SUBGRANT is $11,955

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Jonellen Goddard	By Signature Robert N Black
Name and Title Jonellen G. Marr Dean--Office of Research	Name and Title Robert N. Black, Chairman Yolo County Board of Supervisors
The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.	Date MAR 31 1981

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Title of Authorized Officer

Paula Cooper
Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of February 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the University of California, Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California, Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Statement of Work to be Performed

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 15, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $11,955, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions ~~or~~ provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81 68.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N Black

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Paula M. Cooper
Deputy

(Legal Name of SUBGRANTEE)

Jonellen Goddard

(Signature of Authorized Officer)

for ALLEN G. MARR

Dean--Office of Research

(Title of Authorized Officer)

_____, 19____

(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

_____

Authorized Signature
Allen G. Marr

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____, 19_____

(Legal Name of SUBGRANTEE) (Date)

_____

(Signature of Authorized Officer)

_____

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion polftica o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Tftulo VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

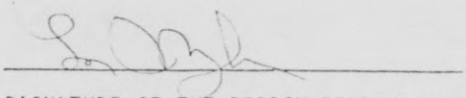
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE
Dr. Leon Mayhew

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____ DATE 2/11/81

Subgrantee Name and Address:
University of California at Davis
312 Mrak Hall
Davis, California 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 2/15/81 To 9/30/81
Program Name: Work-Learn and Career Planning and Placement

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.									
DEC.									
JAN.									
FEB.						797			797
MAR.						1,594			1,594
APR.						1,594			1,594
MAY						1,594			1,594
JUNE						1,594			1,594
JULY						1,594			1,594
AUG.						1,594			1,594
SEPT.						1,594			1,594
TOTAL						11,955			11,955

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.			705	92				797
MAR.			1,410	184				1,594
APR.			1,410	184				1,594
MAY			1,410	184				1,594
JUNE			1,410	184				1,594
JULY			1,410	184				1,594
AUG.			1,410	184				1,594
SEPT.			1,410	184				1,594
TOTAL			10,575	1,380				11,955

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Allen G. Marr Dean--Office of Research
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 3/24/81

CETA Director — Date 4/1/81

YC 106 (10-79)

SP. PROJECTS

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: WORK-LEARN & CAREER PLACEMENT
3. Position Title: Assistant I
4. Date Submitted: 12-10-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 705.	$ 705.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23	$ 37.	$ 37.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Ins. .10%		
Non-Ind. Disability .29%	$ 1. 2.	$ 1. 2.
Accured Vacation 6.16%	$ 44.	$ 44.
10. Total Fringe Benefits Cost	$ 92.	$ 92.
11. Total Position Cost	$ 797.	$ 797.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 70.	$ 31.
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) 2-15/81 - 2/14/82		
a. Wages	$ 8985.	$ 8692.
b. Fringe Benefits	$ 1164.	$ 1134.
c. Total (See addendum)	$ 10149.	$ 9826.

14. No. of Positions being Requested 2

15. Recorded By: B. Hasselbring

December 9, 1980

WORK-LEARN AND CAREER PLANNING & PLACEMENT
Jeanne Shelby
752-2855

ABSTRACT

I. Phase one of the project will involve review and purging of all alumni placement files within the Office of Educational Placement. This placement service was begun for credentialed alumni 20 years ago, and is provided on each of the campuses within the UC System.

As the files initiated for alumni some 20 years ago are still maintained within active, more current files, inadequate space continues to be an increasing problem. To assure improved space utilization of alumni files, all files will be reviewed and those files remaining inactive for a specified period of time will be separated. This purging will effect ease in retrieval of active files, elimination of unnecessary supply purchase for additional file space, and will assure compliance with regulations on maintenance of student records.

Phase two of the project will involve review and organization of all reference material housed within the Career Resources Library, 2nd floor, South Hall. The Library is available for student and alumni use from Monday through Friday, 8:00 a.m. - 5:00 p.m. and contains specific information on employers/agencies, internship opportunities, career job vacancies, and teacher placement within instructional institutions.

Material is received on a daily basis for inclusion into the Library, and requires attention to organization and update of all information. All reference information will be reviewed under supervision for accuracy, and cataloging correctness. A direct benefit for the employee will be improved awareness of employment options and company specifics gained through updating reference material.

II. Phase one of the project will involve assistance in production of advertising, posters and reservation forms associated with conduct of annual Career Faire. The Career Faire project was initiated in this Unit in 1978 and provides an all-day opportunity for students to visit with company representatives concerning career employment opportunities. The Faire is conducted in an informal setting on the UCD Quad and attracts some 6000 students during the day. Much communication is involved prior to the Faire to make arrangements for facilities needed by participating employers, and to disseminate information on the affair to all UCD students.

Completion of activities associated with the Career Faire (xeroxing of invitation letters, posters, confirmation letters, follow-up thank you memos) results in a major benefit for all UCD undergraduate and graduate students interested in securing career job information, as a well-run and organized Career Faire will insure continued interest and support of employers/agencies in years to come.

Phase two of the project will involve assistance in review, filing and

production of informational material concerning internship and career placement opportunities for students. Work-Learn and Career Planning & Placement is divided into program areas which complement academic majors and pursuits. Assistance is required in the program areas of: (1) Agricultural & Environmental Sciences, and (2) Health & Biological Sciences.

Review and update of program materials will include area newsletters, fliers, internship descriptions, and job vacancy information provided for students. Under supervision and instruction, employee will review and update program material including typing and duplication as necessary. Current filing system used for retrieval of program information will be assessed and modified as necessary.

Project activities in phase 2 will result in improved information retrieval, improved information dissemination to students, and will provide useful job search and preparation information for employee.

II BACKGROUND

1.0 History

The University of California, Davis, one of nine campuses in the University of California system, is governed by the non-profit corporation called the Board of Regents.

As the largest single employer in Yolo County, UCD has, since 1967, conducted a variety of training programs on the Davis campus and at the University Medical Center. The purpose of these programs has been to provide employment and training opportunities for eligible Yolo County residents who have not been able to enter the University system because of a lack of skills and/or experience.

The success of the manpower program at UCD rests, we believe, upon several factors:

- the committment of the University to hire into unsubsidized employment those participants who successfully complete their training.
- a dedicated staff whose only assignment is to see that the manpower participant and the manpower program are successful.

The UC Davis Subsidized Training and Employment Program office will coordinate the activities necessary to integrate this program into the on going University manpower programs. These activities include being the liaison between the three hundred departments of the University/University Medical Center and the outside recruitment agencies and other community groups;

providing services necessary for recruitment, selection, placement and orientation of the individual trainee; providing counseling on a need basis for job adjustment; monitoring the progress of the trainee and clearing any obstacles to transition to unsubsidized employment.

The STEP Coordinator, Ms. Bobbie Hasselbring, is responsible for the overall management and direction of the various manpower programs at UCD, UMC and twenty-six agriculture field stations.

The Assistant STEP Coordinator, Ms. Gini Hinken, is responsible for the day-to-day operations in a specific assigned area of work.

The Personnel Assistant, Ms. Yvette Diggs is responsible for the clerical function.

PROBLEM STATEMENT

I. Phase one addresses problem of space utilization associated with maintenance of alumni placement files within the Office of Educational Placement. As stated, all files are currently maintained in the same office space as when the service was begun twenty years ago. Responsibilities of current office staff prohibit time devoted to purging files and allowing for increased filing space and improved file retrieval.

Phase two addresses problem of material update required on a daily basis within the Career Resources Library. The Library is visited by students on a daily basis, year-roung and is in need of updating and review to provide current, accurate information to students. Current Unit staffing is not adequate to provide review and filing assistance in the Library.

II. Phase one addresses problem of providing assistance to Coordinator of annual Career Faire. The Faire project was begun in 1978 to host employers/ agencies on the UCD campus for one day to meet with interested students and discuss career employment options. Interest in the Faire from both employers and students has grown so notably (last year's Faire attracted more than 6000 students) that additional assistance is required to complete advertising, invitations, facility reservations, and post-Faire follow-ups with all participating companies. Current staffing in the support services is inadequate to provide assistance as outlined in previous sections.

Phase two addresses problem of providing updated information on increasing internship and career employment opportunities for students within the areas of Agricultural & Environmental Sciences and Health & Biological Sciences. As verified by enrollments on the Davis campus within disciplines in these areas, increased numbers of students are seeking advising and placement services from Unit professionals. Consequently,an increased amount of time has been devoted to development activities for internships and career jobs and results in a proportional increase of program printed information describing these opportunities. This employee would be involved in updating and improving the information exchange system with students and would benefit directly from experience and job search skills learned through orientation and supervision.

WORK-LEARN AND CAREER PLANNING & PLACEMENT/2ND FLOOR, SOUTH HALL--JEANNE SHELBY (2-2855)

OSE Project I. Purge confidential/non-confidential Ed Placement files; organize, update, catalog, file Library material
II. Assist with annual Career Faire; preparation and production of program materials for students.

Goals	OBJECTIVES
I. a) Intent of purging project is to review all alumni placement files within Educational Placement, both confidential and non-confidential. Follow-through on filing of inactive files in archive system.	Under direct supervision of Educational Placement Coordinator, placement files for alumni established since inception of service in 1960 will be reviewed. Files which have been inactive for specified period of time will be separated for filing in archive system. Purging is expected to involve 100% of working assignment from February 1981 until the third week in May 1981. Will assist with movement of purged files into archive storage, apart from active placement files. Assignment to be completed within five worki[illegible]days
b) Intent of Library project is to review resource material for elimination of outdated information and replacement with current data on employment trends, career jobs, and employer/agency detail.	Under direct supervision of Career Resources Library Coordinator, will review all Library information. Employer literature will be replaced with current updates; filing system will be corrected for mistakes and improved to insure ease in student retrieval. Review and update of Library material will comprise 100% of working assignment during the 2nd phase of employment from June 1981 until September 1981 (or in the case of extension, February 1982).
II. a) Intent of Career Faire project is to provide assistance for Faire Coordinator in advertisement, confirmation, communication and preparation of annual meeting of prospective employers with students interested in employment. Faire attracts more than 6000 students.	Under supervision of Career Faire Coordinator, will provide occasional typing of Faire invitations, plus preparation of Faire posters and announcements. Will assist in cataloging RSVPs from employers, arranging for campus facilities, and in typing and mailing confirmations to companies participating. Assignment will comprise 100% of daily work schedule from inception of employment in February until the end of April 1981.
b) Intent of Agricultural & Environmental Sciences/Health & Biological Sciences program project is to update program materials for student circulation, and review/organize file system housing details on internships and career job opportunities.	Under supervision of Program Coordinators in Agricultural & Environmental Sciences and Health & Biological Sciences divisions in Work-Learn and Career Planning & Placement, will review and update program materials reflecting internship and career job placement opportunities for students. Will provide typing service to update information forms and will review and reorganize file system to house this program information. Assignment will comprise 100% of daily work schedule from May 1981 until Septemner 1981 (or in the case of extension, February 1982).

Work-Learn and Career Planning & Placement
2nd Floor, South Hall
2-2855/Jeanne Shelby

ACTIVITIES AND TIMELINES

OBJECTIVE(S): Two (2) CETA Title VI Special Projects employees are requested to handle the following two-stage projects: I. To purge confidential and non-confidential Educational Placement files in keeping with regulations involving maintenance of student records; to assist with organization, file update, and cataloging of reference material into the Career Resources Library. II. To assist with organization of annual Career Faire; to assist with preparation and production of program materials for students in the areas of Ag & Environmental Sciences and Health & Biological Sciences.

TASKS	RESPONSIBILITY	DATE ACCOMP.
I.		
a) Review and purge confidential and non-confidential alumni files in Educational Placement	Under supervision of Ed Placement Coordinator, purge placement files of alumni that have been inactive for specified period of time. Files will go in archive storage.	Feb 1981 - May 1981
b) Organize, file and catalog reference material into Career Resources Library for use by undergrad and graduate students and alumni.	Under supervision of Career Resources Library Coordinators, will review material currently in the Library for consistency. Will catalog and file new material.	June 1981 - Sept 1981 (until February 1982 if extensions are granted)
II.		
a) Assist Coordinator with organization, publicity, and preparation of annual Career Faire.	Prepare and circulate information on Career Faire; process reservation forms; prepare facilities and assist with follow-up correspondence to employers.	Feb 1981 - April 1981
b) Assist with preparation of instructional materials and program information for areas of Agricultural & Environmental Sciences and Health & Biological Sciences	Light typing; review of program material and filing system. Orientation to general information dissemination to students.	May 1981 - Sept 1981 (until February 1982 if extensions are granted)

VI COORDINATION

UCD/UMC carries on an extensive outearch program throughout Yolo County in coordiantion with the Yolo County Prime Sponsor. The outreach program maintains contact with various community organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

POSITION SPECIFICATIONS

JOB TITLE: Assistant I Trainee

AGENCY: U.C. Davis
Work-Learn and Career Plainning & Placement

QUALIFICATIONS: Education and experience sufficient to possess a fundamental knowledge of the English alphabet. Ability to complete general organizaitonal tasks. Willingness to learn new skills, and a desire to interact and learn in a fast-paced, high people contact atmosphere.

EXPERIENCE: None

EDUCATION: N/A

DUTIES: In phase one of the project will provide assistance to purge student reocrd files, including follow-up of relocating inactive files to archive space. In phase two of the project will provide assistance to review, file, and update reference material contained in Career Resources Library.

SALARY: $705/month

POSITION SPECIFICATIONS

JOB TITLE: Assistant I Trainee

AGENCY: U.C. Davis
Work-Learn and Career Planning & Placement

QUALIFICATIONS: Education and experience sufficient to provide basic typing performance. Abilith to complete general organizational tasks. Willingness to learn new skills, and a desire to interact and learn in a fast-paced, high people contact atmosphere.

EXPERIENCE: None

EDUCATION: N/A

DUTIES: In phase one of the project will provide assistnace to Coordinator of annual Career Faire, including dissemination of publicity of Faire to employers and studnnts and follow-up of reservation requests. In phase two of the project will provide assistance to review, file and update program material for students within Agricultural and Environmental Science and Health and Biological Science.

SALARY: $705/month

BK

MODIFICATION AGREEMENT NO. # 81 69

REQUEST FOR MODIFICATION TO CONTRACT # 80-349 REQUEST DATE 2/10/81

CETA TITLE: II-B CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California at Davis, On-The-Job Training Program MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 4,758 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of the modification is to reflect: 1) personnel changes; 2) changes in staff salaries; 3) additional staff fringe benefits not included in the original contract; and 4) a shift of funds from training to services cost categories where they can be properly charged.

MODIFICATION

The attached operating Budget supersedes the one currently in the contract.

FILED

MAY 12 1981

PETER McNAMEE, Clerk

By Anna M. Galvan, Deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Sup[illegible]

Recommendation: total and fixed price — Signature of program operator — Date 3-11-81

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Recommendation of assessments by staff: ☒ Approve ☐ Disapprove

Deputy

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — Date MAR 31 1981 — Effective date of modification 10/01/80

IIB Modification
1-8-81

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [redacted]rst Street, Woodland, Califor[redacted] 95695

CETA OPERATING BUDGET

A: IIB CONTRACT NO. 80-349

[ ] ORGINAL [X] REVISION NO. 80-349 DATE January 8, 1981

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, Ca. 96516

Contact Person: Bobbie Hasselbring
Phone 752-7301
Period: From 10-1-80 To 9-30-81
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.			11733						11733
NOV.			13685						13685
DEC.			4208						4208
JAN.			5225						5225
FEB.			6725						6725
MAR.			8225						8225
APR.			9725						9725
MAY			10725						10725
JUNE			11725						11725
JULY			12844						12844
AUG.			13344						13344
SEPT.			11844						11844
TOTAL			120,008						120,008

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.					10500	1233		11733
NOV.					12500	1185		13685
DEC.					3000	1208		4208
JAN.					4000	1225		5225
FEB.					5500	1225		6725
MAR.					7000	1225		8225
APR.					8500	1225		9725
MAY					9500	1225		10725
JUNE					10500	1225		11725
JULY					11500	1344		12844
AUG.					12000	1344		13344
SEPT.					10500	1344		11844
TOTAL					105,000	15008		120,008

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

ALLEN G. MARR DEAN--OFFICE OF RESEARCH
Name and Title of Authorized Official

Joellen Goddard
Signature

For CETA Approval Only:

Sharon Nunes
Fiscal Officer — 4-2-81 Date

Margaret S. Sheldon
CETA Director — 4/2/81 Date

1-8-81

OPERATING BUDGET

SUBGRANTEE'S NAME AND ADDRESS

U.C. Da

312 Mrak Hall

Davis, Ca. 95616

CONTRACT NO. 80-349

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries	10867	893	858	875	887
Staff Fringe Benefits	4141	340	327	333	338
Staff Travel					
Special program techical assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - ON-THE-JOB TRAINING	15008	1233	1185	1208	1225
OJT Reimbursement 54 slots @ 500/mo/slot	105,000	10,500	12,500	3,000	4,000

YC 104c (revised 10/79)

OPERATING BUDGET

CONTRACT NO. 80-349

SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
887	887	887	887	887	973	973	973
338	338	338	338	338	371	371	371
1225	1225	1225	1225	1225	1344	1344	1344
5500	7000	8500	9500	10500	11500	12000	10500

BUDGET ADDENDUM

STEP COORD/SR. PERS. ANALYST

Oct.			
wages/mo.	2351		
fringe	894		
	3245	X	5%=$162.25
Nov.			
wages	1656		
fringe	629		
	2285	X	5%=$114.25
Dec. - June (7 mos.)			
wages	1995		
fringe	758		
	2753	X	5%-$138.00
July - Sept. (3 mos.)	10% C.O.L.		
wages	2191		
fringe	833		
	3024	X	5%=$151.00

ASST. STEP COORDINATOR/PERSONNEL ANALYST

Oct - June (9 mos.)			
wages/mo.	1995		
fringe	758		
	2753	X	25%=$688.00
July - Sept. (3 mos.)	10% C.O.L.		
wages/mo.	2191		
fringe	833		
	3024	X	25%=$756.00

PERSONNEL ASST

Oct. - Dec. (3 mos.)			
wages/mo.	1104		
fringe	420		
	1524	X	25%=$381.00
Jan. - June (6 mos.)	Merit increase		
wages/mo.	1149		
fringe	437		
	1586	X	25%=$397.00
July - Sept. (3 mos.)	10% C.O.L.		
wages/mo.	1260		
fringe	479		
	1739	X	25%=$435.00

U.C. Davis
312 Mrak Hall
Davis, Ca. 95616
ATTN: Bobbie Hasselbring
hone 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
CETA OPERATING BUDGETING
Positions and Salaries Schedule
Period From 10-01-80 To 9-30-81

IIB Modification
1-8-81

Contract No. 80-349
Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
TEP Coordinator	*	5	12	1231								1231	
sst. Coordinator	*	25	12	6135								6135	
ersonnel Asst.	*	25	12	3501								3501	
ee Attached addendum													
TOTAL				10867								10867	

MODIFICATION AGREEMENT NO. # 81 70

REQUEST FOR MODIFICATION TO CONTRACT # 80-314 REQUEST DATE 1-20-81

CETA TITLE: VI PSE Project CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Winters Fire Protection District MOD # 002
Fire House Restoration

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $ [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Winters Fire wishes to terminate the contract effective February 19, 1981. A letter to this effect has been submitted by Alan D. Baxter on behalf of Captain David D. Kidder of Fire District.

MODIFICATION

The term of the contract is changed to October 1, 1980 to February 19, 1981.

$9,108
New grant total and fixed price

Signature of program operator 3/20/81 Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black APR 8 1981
Signature of Authorized Officer Date

Effective date of modification

FILED
APR - L 1981
PETER McNAMEE, CLERK
By Paula M. Cooper Deputy

MODIFICATION AGREEMENT NO. # 81 7) 1

REQUEST FOR MODIFICATION TO CONTRACT # 80-320 REQUEST DATE 2/13/81

CETA TITLE: II-D CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: City of Winters MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $562

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To change the job title of the authorized position from a Police Service Aide to a Records Technician.

To include a uniform allowance, and SUI costs, in the contract.

To decrease the contract as a result of the authorized position being vacant for one month.

MODIFICATION

The attached operating budget and individual budget sheet supersede those in the existing contract.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.
PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
By Paula M. Cooper Deputy

$11,165
New grant total and fixed price

Signature of program operator 3/10/81 Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black 3-31-81
Signature of Authorized Officer Date

Effective date of modification

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: City of Winters
2. Title VI Project Name:
3. Position Title: Records Technician
4. Date Submitted: 2/13/81

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 697.00
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... 12.26 %	$	$ 85.51
b. Medical Insurance	$	$ 90.00
c. Dental Plan	$	$ 40.00
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X 3.498 X 6.97 = ...	$	$ 24.39
f. Mileage		
_____ miles @ _____ per mile.....	$	$
g. Other (specify)		22.00
Uniform allowance	$	$ 26.84
Accrued vacation pay		
SUI (.4)	$	$ 23.24
10. Total Fringe Benefits Cost	$	$ 311.98
11. Total Position Cost	$	$1,008.98
12. Anticipated Salary Increases		
a. Cost of Living		
7 % Effective Date 07/01/81	$	$ 48.79
_____ % Effective Date _____	$	$
b. Step Increases (6 months from hire)		
5 % Effective Date 08/01/81	$	$ 37.29
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$7,780.00
b. Fringe Benefits	$	$3,385.00
c. Total	$	$11,165.00

14. Number of Positions Being Requested 1.

15. Preparded By: Christina Crist

(YC 101

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE February 13, 1981

Subgrantee Name and Address:

City of Winters
318 First Street
Winters, CA 95694

Contact Person: Mike Jones
Phone 795-4910
Period: From 10/01/80 To 09/30/81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.	10/1/80 -- 12/31/80					2,727			2,727
JAN.									
FEB.						1,017			1,017
MAR.						1,017			1,017
APR.						1,017			1,017
MAY						1,017			1,017
JUNE						1,017			1,017
JULY						1,087			1,087
AUG.						1,133			1,133
SEPT.						1,133			1,133
TOTAL						11,165			11,165

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.	10/1/80 --	12/31/80	1,983	744				2,727
JAN.								
FEB.			697	320				1,017
MAR.			697	320				1,017
APR.			697	320				1,017
MAY			697	320				1,017
JUNE			697	320				1,017
JULY			746	341				1,087
AUG.			783	350				1,133
SEPT.			783	350				1,133
TOTAL			7,780	3,385				11,165

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

X _____
Name and Title of Authorized Official

MICHAEL E JONES ADMINISTRATOR
Signature

For CETA Approval Only:

_____ 3-6-81
Fiscal Officer — Date

_____ 3/6/81
CETA Director — Date

YC 105 (10-79)

COUNTY OF YOLO

Subgrant Signature Sheet

FILED

APR - 2 1981

PETER McNAMEE, Clerk

By Paula M. Cooper Deputy

Title VI Projects

Agreement/ Subgrant No. 81 72

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Sacramento Children's Home

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Sacramento Children's Home hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Foster Parent Training Project
MAILING ADDRESS	: 2750 Sutterville Road
CITY & STATE	: Sacramento, CA 95820 PHONE : 452-4071
PROGRAM DIRECTOR	: Paul Blankenship

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and certifications.

The undersigned Clerk of the Board of Supervisors certifies that pursuant to Section 53103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

By Paula M. Cooper Deputy

The term of the SUBGRANT shall begin on 2-15-81

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is $6,677

Approved for the SUBGRANTEE	Approved by GRANTOR (PRIME SPONSOR)
By Signature: Paul Blankenship	By Signature: Robert N. Black
Name and Title: PAUL BLANKENSHIP, TRAINING SUPERVISOR, SACRAMENTO CHILDRENS HOME, 2750 Sutterville Road, Sacramento, Calif. 95820	Name and Title: Robert N. Black, Chairman, Yolo County Board of Supervisors
Date: 3/20/81	Date: 3-31-81

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of February 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Sacramento Children's Home hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Sacramento Children's Home is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Statement of Work to be Performed

(j)

(k)

(l)

(m)

(n)

(o)

2. Prog[illegible]

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 15, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 6,677, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. _____.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N. Clark

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

SACRAMENTO CHILDREN'S HOME
2760 Sutterville Road
Sacramento, Calif. 95820

(Legal Name of SUBGRANTEE)

Paul Blankenship

(Signature of Authorized Officer)

Training Supervisor

(Title of Authorized Officer)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

March 20 1981

(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

SACRAMENTO CHILDRENS HOME
2750 Sutterville Road
Sacramento, Calif. 95820

Name of Subgrantee

Paul Blankenship

Authorized Signature

March 20, 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

2750 Sutterville Road
Sacramento, Calif. 95820

(Legal Name of SUBGRANTEE)

March 20 19 81
(Date)

Paul Blankenship
(Signature of Authorized Officer)

Admin. Supervisor
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employmept and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Paul Blankenship, AM RESPONSIBLE FOR

SACRAMENTO CHILDRENS HOME
2750 Sutterville Road
Sacramento, Calif. 95820
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Paul Blankenship

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
50[illegible] First Street, Woodland, Califor[illegible]a 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____ DATE 2-9-81

Subgrantee Name and Address:
Sacramento Children's Home
2750 Sutterville Road
Sacramento, CA 95820

Contact Person: Paul Blankenship
Phone 452-4071
Period: From 2-15-81 To 9-30-81
Program Name: Foster Parent Training Projec

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.						434			434
APR.						866			866
MAY						866			866
JUNE						887			887
JULY						906			906
AUG.						906			906
SEPT.						906			906
TOTAL						906			906
						6,677			6,677

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			350	84				434
APR.			699	167				866
MAY			699	167				866
JUNE			718	169				887
JULY			736	170				906
AUG.			736	170				906
SEPT.			736	170				906
TOTAL			736	170				906
			5,410	1,267				6,677

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Paul Blankenship
TRAINING Supervisor
Name and Type of Authorized Official

Paul Blankenship
Signature

For CETA Approval Only:

Shannon Vance
Fiscal Officer — 3/12/81 Date

Margaret J. Shields
CETA Director — 3/12/81 Date

YC 106 (10-79)

500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Sacramento Childrens Home
2. Title VI Project Name: Foster Parent Training Project
3. Position Title: Foster Parent Training Administrative Aide
4. Date Submitted: 7/31/81

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 698.53	$ 698.53
a. Base Salary $4.03/hr x 40 = 161.20 x 52 ($\frac{8382.48}{12}$)	$	$
b. Additional Holday Pay	$ 0	$ 0
c. Additional Shift Differential Pay	$ 0	$ 0
d. Overtime Pay	$ 0	$ 0
8. Fringe Benefits		
a. Social Security ..... 6.65 % %.....	$ 46.45	$ 46.45
b. Medical Insurance $50.00 per month	$ 50.00	$ 50.00
c. Dental Plan	$ 0	$ 0
d. Uniform Allowance	$ 0	$ 0
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
2.29 X 1.08% X 2.47 = ...	$ 17.27	$ 17.27
f. Mileage		
212 miles @ $.25 per mile	$ 53.00	$ 53.00
g. Other (specify)		
	$ 0	$ 0
	$ 0	$ 0
9. Total Fringe Benefits Cost	$ 166.72	$ 166.72
10. Total Position Cost	$ 865.25	$ 865.25
11. Anticipated Salary Increases		
a. Cost of Living, conditional, based on what agency receives in July, 1981		
% Effective Date	$	$
% Effective Date	$	$
b. Step Increases		
5.364 % Effective Date 3 mo. after date hired	$ 37.47	$ 37.47
% Effective Date	$	$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)		
a. Wages	$ 8,719.56	$ 8,719.56
b. Fringe Benefits	$ 2,000.64	$ 2,000.64
c. Total	$ 10,720.20	$ 10,720.20

13. Number of Positions being requested 1

14. Prepared by: Paul Blankenship

16 101

I. PROJECT ABSTRACT

Today's child welfare agencies are finding that the children placed in foster care homes and institutions present a greater number of emotional, mental, and even physical problems than those of the past. It has been indicated that approximately 25 percent of those youngsters placed in foster homes have severe emotional and mental problems.

Foster parents have not been trained to deal with the kinds of children who are now entering the system. The results have been a loss of foster home placements and a great deal of foster parent anxiety.

The California State Foster Parents Association (CSFPA) has recognized the need for a more down-to-earth approach to training, a change from the traditional theoretical workshop too far removed from the daily problems facing the foster parent.

The Sacramento Childrens Home, in conjunction with Sacramento City College, and in consultation with the Sacramento County Foster Parents Association, has developed an advanced, specialized training program on a limited time basis that will respond directly to the needs of the foster parents as seen by the foster parents. The training program will use the lecture/laboratory facilities at the Sacramento Childrens Home in order for the foster parents to see the techniques learned actually applied in the program of the Home.

The possibility for this limited time project came to our attention through the Foster Parent Training Project, funded by federal (Title XX, Social Security Act) and state money on a 75/25 percent basis. As a result of budget cuts in Title XX funds, our project is short staffed and would benefit from the services of a CETA person for the proposed approximate one year period of the grant contract (Foster Parent Training Project) from the development to the conclusion of the project.

The results of this project can be stated in specific terms as:

1. Properly trainined foster parents who have the skills and techniques to meet effectivcly the needs of foster children.
2. A reduction in the turnover of foster children due to the lack of adequate training for foster parents.
3. A reduction in the turnover of foster parents due to a lack of specialized training and support systems.
4. An enhancement of the self-image and assistance in the professionalization of foster parents.

Generally, the benefits are prevention-oriented, designed to make the foster family a strong, viable alternative to institutional placement in our communities.

II. BACKGROUND

A. History

The Sacramento Childrens Home, incorporated in 1867 and located at 2750 Sutterville Road, is a state licensed, non-sectarian, private, United Crusade agency for the care of children who are unable to be in their own homes. In its role as a residential treatment center, it is a temporary home for one hundred children from northern California and Nevada.

Making available all the services of a modern child guidance facility, this agency is unique in northern California. A staff of one hundred persons provides 24 hour psychiatric, medical, educational, social, physical, and administrative services to children and young adults between the ages of six and twenty-one.

A large percentage of children coming into our agency have been in foster home placements which were not successful. Many children who have had a successful placement at our agency, are placed into foster homes by the various Yolo and Sacramento County placement workers. The CETA trainee placed into this position would assist in the preventative nature of this limited time project: the implementation of advanced, specialized training for foster parents to effectively maintain the foster child in placement, reduce the turnover of foster parents, and provide foster parents with the skills and knowledge to meet effectively the needs of children in foster care.

The foster parent training program has been developed, based on the forty hour inservice training program that all of Sacramento Childrens Home staff are required to complete, a program starting its third year.

II.

C. Experience with CETA PSE Participants:

The Sacramento Childrens Home and Helen E. Cowell Childrens Center have contracted with Sacramento City, Sacramento County, Yolo and Placer Counties for CETA trainees for a great number of years. It is our policy to trnasfer CETA trainees to regular employment. In Yolo County the recent transfer rate has been 75 percent, with an overall 45 percent for all CETA trainees involved. The last two Yolo County CETA trainees were transferred to regular employment (Lawrence Johnson and John Johnson) and are presently employed at the Sacramento Childrens Home.

The current CETA approved positions at the Sacramento Childrens Home are for an artist, arts and crafts coordinator, transportation coordinator trainee, and two for non live-in child care workers.

III. PROBLEM STATEMENT:

The Need for Foster Parent Training

The United States Government Accounting Office, in a study released in 1977, indicated that approximately 25 percent of those youngsters placed in foster homes "have severe emotional and mental problems." Foster parents have not been trained to deal with the kind of children who are now entering the system. The results have been a loss of foster home placements and a great deal of foster parent anxiety regarding: their relationship with the placement agency; inability to deal with the

child's aggression; ambivalence towards placement; identification of the foster home relationship with their own; and the child's anger against his own parents projected to the foster parents. This causes shifts in the foster home pattern of living that upset the balance and integration of the family.

The California State Foster Parents Association (CSFPA), meeting in Sacramento in October of this year, addressed many of those problems. One area of consensus coming from the convention was the need for a training program with a down-to-earth approach offering specialized, practical, and advanced training.

Based on the inservice training course at the Sacramento Childrens Home, a limited time training course has been developed to meet the specific needs as identified by the CSFPA, to serve the 500-600 licensed foster homes in the Sacramento, West Yolo County area.

It should be noted that legislation licensing foster parents is currently supported by the State Department of Social Services, Marion Woods, Director. The training offered by the Sacramento Childrens Home should qualify those foster parents completing training for the projected license.

Recent budget cuts in Title XX funds, the Foster Parent Training Project is funded by federal (Title XX, Social Security Act) and state money on a 75/25 percent basis, have curtailed the training program's effectiveness in that funds presently available will only subsidize one

full time staff, but the program's effectiveness requires two full time staff members. A CETA trainee would fulfill the need for a second full time staff member and increase the overall efectiveness and success of the program.

PSE Project

Goals	OBJECTIVES
1. To successfully train and develop a CETA trainee to work in the Foster Parent Training Project with the goal of transferring the CETA trainee to regular employment, if and when, possible.	1.A. Complete SCH agency orientation by March 5, 1981 B. Complete 40 hour Inservice Training Course, April 2. C. Complete Foster Parent Training Course by April 15. D. Complete Red Cross Standard Course by March 8. E. Successful development of trainee in the areas of research, related office tasks, and other tasks asthey relate to the Foster Parent Training Course, by May 15. F. By September 30, 1981 the PSE participant hopefully will have transferred to regular unsubsidized employment with project agency.
2. Locate additional sources of funding to continue with Foster Parent Training Project.	2. A. Assist in research and development of proposals to secure ongoing funding of project by December, 1981.
3. As it relates to specific services to Yolo Co. youth and the approximately 85 licensed foster homes in Yolo County. The CETA TRAINEE will assist in accomplishing the following services: A. Presentation of training program in Woodland. B. Reducing the turnover of Yolo Co. foster parents. C. Reducing the turnover of Yolo Co. foster children. D. Enhance the self-image of foster parents. E. Maintaining the foster home as a viable alternative to institutional care-institutional placement averages about $2,000 per month per child.	3. These specific objectives and services will commence with start of the training program.

ACTIVITIES AND TIMELINES

OBJECTIVE(S):

TASKS	RESPONSIBILITY	DATE ACCOMP.	1981 Mar.	Apr.	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.
Project Begins:		3/1/81										
A. Complete SCH orientation	Training Director	3/5/81	X									
B. Complete 40 hr. Inservice Training course, evaluation-90 days.	" "	4/2/81		x								
	" "	5/1/81			x							
C. Meeting Soc. Services Mike Davis in Woodland	" "	monthly	x	x	x	x	x	x	x	x	x	x
D. Complete Foster Parent Training Course	" "	4/15/81			x							
E. Complete Red Cross training	" "	5/8/81			x							
F. Staff Development	" "	5/15/81			x							
Contact public agencies regarding training	" "	5/15/81			x							
Contact Los Rios School District	" "	5/15/81			x							
Evaluation 180 days	" "	5/15/81			x							
H. Transferred to regular unsubdized employment or time + other assistance in seeking unsubdized employment	" "	9/30/81							x			
I. Research additional sources of funding for program	" "	12/31/81										x
J. Specific services rendered to Yolo County	" "	12/31/81										x

VI. COORDINATION

The foster parent training program will be coordinated directly with Yolo County foster parents, the Sacramento County Foster Parents Association, Sacramento City College, and the Los Rios School District. This will parallel the advisory committee arrangement of Title XX, which is represented by the Sacramento Childrens Home, Sacramento City College, Sacramento County Department of Social Services, and the local foster parents association. Its role is to guide the course of instruction, and serve as a liaison between project and different constituencies.

Any Letters of Agreement will be presented on your written request.

VII. POSITION SPECIFICATIONS

Job Title: Foster Parent Training Administrative Aide

Agency: Sacramento Childrens Home

Qualifications: The Sacramento Childrens Home is a residential treatment facility for emotionally disturbed children, and in relation to that, the Aide must be mature so that he or she will neither be upset by the children's behavior nor cause the children further emotional or adjustment problems, as there will be exposure to the children in residence. A valid California Drivers License is required. There is no educational requirement, but the person must demonstrate reading and writing skills equivalent to a high school proficiency level.

Experience: It is recommended that the person have some experience in: contacting public agencies; knowledge in using public library facilities; and basic typing, copying, and filing skills.

Education: No minimum education requirement, but the person must be able to demonstrate reading and writing skills equivalent to high school proficiency levels.

Duties: Research sources of funding and materials related to foster parent training; related office tasks (some typing, copying, and filing). Among these tasks could be contacting public agency regarding training , and contacting the Los Rios School District. It is to be expected that following the training program there is a good possibility of regular employment with the Sacramento Childrens Home.

Salary: The starting monthly salry which includes wages and benefits is $865.25. The benefits granted for this position are identical to regular agency employees.

Hours: To be arranged. No overnights.

Training: Upon employment, the person will go through a partial day of formal orientation. As soon as possible, the aide will be involved in: a formal forty hour inservice training course, the fifteen hour foster parent training course, and the eight hour Red Cross standard course. On-the-job training will be built into the project. The various training programs will provide the aide with sufficient knowledge and skill advancement to satisfactorily perform the job.

VIII. ANNUAL BUDGET

CETA Positions requested: 1

Wages, annual:	$8,719.56
Fringe Benefits:	2,000.65
Total	$10,720.20

FILED

APR - 3 1981

PETER McNAMEE, Clerk

By Ruth McCoon, Deputy

AGREEMENT NO. 81-73

(Amending Agreement No. 80-232)

THIS AGREEMENT, made and entered into this 31st day of March, 1981, by and between the County of Yolo, a political subidivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-proviate corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Agreement No. 80-232 between parties provided for the development of a third vocational program element. Parties designated representatives have negotiated a consignment shop as the third element.
2. In order for the Satellite Housing ~~consignment shop~~ to be effectively operated it is necessary to transfer the part time director of the Sihaya House Program element established in Agreement No. 80-232 to the satellite housing program element in Agreement No. 80-232 and expand the use of the rental subsidies in the satellite housing program from rent to rent and allied costs.
3. Agreement No. 80-232 provided that such program specifics would be described in the Action Plan, which was attached to Agreement No. 80-232 as Exhibit "B" and incorporated therein by reference thereto.
4. THEREFORE, in order to make the program adjustments contemplated above the Action Plan of Agreement No. 80-232 must be amended. Therefore, parties hereto desire to amend Agreement No. 80-232 to revise the Action Plan of the agreement.

AGREEMENTS:

1. Exhibit "B" of Agreement 80-232 is hereby amended by the substitution of a new Exhibit "B" attached hereto and incorporated herein by reference.

2. In all other respects, Agreement No. 80-232 shall continue in full force and effect in accordance with the terms thereof for the duration of the term of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS

Attest:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

YOLO COMMUNITY CARE CONTINUUM

BY Robert K Thomson
PRESIDENT

MENTAL HEALTH SERVICES

BY R K Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Robert M Schutz
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

EXHIBIT B

ACTION PLAN (YCCC CONTRACT)

The System (YCCC) will provide rehabilitation services for mentally disordered clients, including residential placements, vocational rehabilitation programs, and socialization services. These services are to provide clients the opportunity to develop living skills which will enhance their emotional and financial independence.

The Executive Director of the System (YCCC) will be responsible for providing the Agency (Mental Health Services) with required statistical and financial reports. In doing so, he/she will serve as the primary contact between the System and the Agency and will work with the Adult Services Coordinator. He/she will also be responsible for arranging such licensure as is required for the operation of the residential facilities. He/she will develop the operational plan for development of the system, and will ensure that program design and evaluation criteria are in compliance with the evaluation guidelines specified by the State of California Department of Mental Health.

UTILIZATION REVIEW

-YCCC will cooperate with Agency in establishing a Utilization Review process which will provide a descriptive statistical overview of services.

ADMISSIONS POLICY

-YCCC will use written admission forms that cover basic issues such as: name, address (Yolo County residency requirement), age, sex, ethic background, occupation, next of kin, etc., and other items to be determined by the Executive Director. The admission form will state that clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin or ancestry. Intake interviews and the completion of admission forms will be done by Program Directors or their designated representatives. Appropriate client data and information will be shared and forwarded to County for data and statistical information as required.

CLIENT NEED IDENTIFICATION

-Clinical needs of clients will be identified by program staff (in cooperation with Case Managers) at the initial referral, in the intake interview, and will be followed up in subsequent case conferences, client interviews and treatment planning sessions. Input shall include client's expressed needs, referring agency's evaluation, evaluation by YCCC program staff, information from client's family and community, and information from any other appropriate source.

REFERRALS

-Clients may be referred to other appropriate agencies but it will be made clear to such agencies, in writing, that no compensation shall be given to them or their clients by YCCC or the County unless specifically authorized in writing.

LICENSES

-Two YCCC programs require State Department of Social Services licenses -- Sihaya House and the Farmhouse. Sihaya House is already licensed. The Farmhouse license has been applied for, and is expected to be granted on or about September 15, 1980.

C. C. C. - SATELLITE HOUSING

PROGRAM BUDGET PROPOSAL-

EXPANDED PROGRAM

FISCAL YEAR 1980-81

I. PROGRAM COSTS - EXPANDED SATELLITE PROGRAM - ANNUAL

ITEM	FTE	EXISTING	NEW	TOTAL
A. Personnel (Salary and fringe benefits)				
Director	0.25	$5,395.00		$ 5,395.00
Mental Health Worker	0.25		$ 1,530.00	1,530.00
				$ 6,925.00
B. Supplies				
Office supplies			300.00	300.00
C. Travel				
Travel			350.00	350.00
D. Other				
Communications			350.00	350.00
Maintenance and Repairs			280.00	280.00
Start-up costs (Furnishings)			1,000.00	1,000.00
Rent (4 units @ $250.00 month x 12)			12,000.00	12,000.00
Utilities			400.00	400.00
Bates Subsidy		$1,000.00		1,000.00
E. Administration			500.00	500.00
Totals		$6,395.00	$16,710.00	$23,105.00

11. REVENUE - EXPANDED SATELLITE PROGRAM - ANNUAL

ITEM	EXISTING	NEW	TOTAL
Personnel	$5,395.00		$ 5,395.00
Bates Subsidy	1,000.00		1,000.00
Rental - Clients (87% occupancy factor)		$12,596.00	12,596.00
Donations/ Fund Raising		1,000.00	1,000.00
Service Fee		3,114.00	3,114.00
Total	$6,395.00	$16,710.00	$23,105.00

AGREEMENT NO. 81-74

AGREEMENT FOR SPECIALIZED TRANSPORTATION SERVICES FOR THE ELDERLY AND HANDICAPPED IN THE URBANIZED AREA OF EASTERN YOLO COUNTY.

This Agreement, entered into on this 24th day of March, 1981, at Sacramento, California, by and between the County of Yolo, hereinafter referred to as "COUNTY", and Paratransit, Inc., a non-profit California corporation, hereinafter referred to as PARATRANSIT.

RECITALS

Research has indicated that a large number of elderly and handicapped individuals reside in the urbanized area of Eastern Yolo County. Many of these individuals need specialized transportation in order to satisfy their basic daily needs and to effectively utilize available public services. Many of these individuals need transportation within the Easter County urbanized area and also to destinations in Sacramento County and Yolo County.

It is the desire and intent of the parties to this agreement to make and execute a contract for the purposes of providing for the performance by Paratransit of public transportation services for the severely handicapped and frail elderly who reside within the urbanized area of Eastern Yolo County (including Southport). It is further intended that transportation will be provided to those qualified users "door-to-door", and that transportation will be provided for trips terminating outside the East Yolo Urbanized Area and return. Trips extending outside the service area shall be limited to the Southport, Davis, Woodland and Sacramento areas.

PARATRANSIT is a non-profit corporation providing special bus service for both elderly and handicapped persons in the Sacramento, California, area.

NOW, THEREFORE, in consideration of the foregoing Recitals and in consideration of the terms and conditions set forth below, both of which

by reference are fully incorporated into this Agreement as is set forth here, the parties agree as follows:

TERMS AND CONDITIONS

1. The term of this Agreement shall be fifteen months, beginning April 1st, 1981, and ending June 31st, 1982, unless otherwise extended by mutual agreement.

2. COUNTY agrees to make available to PARATRANSIT one wheelchair lift-equipped vehicle under a separate lease agreement, or such other terms as may be mutually agreeable.

COUNTY further agrees that the vehicle so furnished may be utilized at locations within PARATRANSIT'S service area other than East Yolo, provided, however, that another vehicle from the PARATRANSIT fleet will be furnished to provide transportation in Yolo County. This interchangeability of vehicles is necessary to provide the greatest flexibility for effective dispatching and service efficiency.

3. PARATRANSIT agrees to furnish service utilizing said vehicle or such other vehicle as may be required, on Monday through Friday of each week, between the hours of 7:00 A.M. and 6:00 P.M. Non-operating days other than weekends, shall coincide with holidays designated as follows:

Unless otherwise agreed upon in advance, the following days shall be considered holidays for purposes of this agreement:

1. New Years Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day / 8. Christmas Day.

4. COUNTY agrees to pay to PARATRANSIT the sum of $20.74 for each hour that transportation service is provided pursuant to this Agreement. Fractionsof hours shall be billed on a pro-rated basis in quarter hour increments. The estimated annual costs of services shall not exceed $48,530 unless amutuallyacceptable agreement is approved.

It is further agreed, that payments in the amount of $1397.33 per month will be made to PARATRANSIT for the balance of the 1980/81 fiscal year commencing April 1st, 1981. The purpose of such payments are to reimburse PARATRANSIT for staff costs associated with the development of actual services and the coordination of existing social service agencies.

5. PARATRANSIT shall issue billings to COUNTY on a monthly basis and within ten (10) days of a service month. Terms of payment if not stated on each monthly billing, shall require payment in full within ten (10) days of invoice date.

6. It is mutually agreeable that fares charged shall be dollar for each one way trip. COUNTY also agrees that fares so collected shall become the property of PARATRANSIT, and shall be accounted for in accordance with the rules and regulations of that Agency and in accordance with attachment "A" (Reporting Requirements) of the Request for Proposals.

7. Depending on availability, PARATRANSIT shall utilize one (1) of its existing vehicles as a back-up vehicle for this service.

8. COUNTY shall have the right to modify the hours and/or dates of service set forth above provided that written request for such notification shall be delivered to PARATRANSIT not less than five (5) days prior to the effective date.

9. PARATRANSIT shall assume full responsibility for scheduling individual rides. All requests for service and all publicity for requests for service shall be directed to PARATRANSIT at a predetermined phone number.

10. PARATRANSIT shall be responsible for the provision of a qualified driver who shall have completed all training normally provided PARATRANSIT vehicle operators.

11. PARATRANSIT shall maintain a policy of automobile liability insurance with minimum coverage of $400,000.00 per person, $500,000.00 per accident, which shall apply to any and vehicles furnished by YOLO COUNTY and PARATRANSIT pursuant to this Agreement.

12. This Agreement, or any part of it, cannot be assigned by either party without prior written consent of all other parties.

13. PARATRANSIT shall accompany its monthly billing to COUNTY with a report including the information required in attachment 'A' in the Request for Proposals, and a narrative description of any unusual occurrences, including significant vehicle breakdowns on the road.

14. This written Agreement contains the sole and entire agreement of the parties. No other representations have been made by either party with respect to the subject matter hereof.

15. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

16. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California.

17. In the event of controversy or disagreement between the parties herein regarding the terms or conditions, or any of them set forth in this Agreement, it is agreed that the controvery or disagreement shall be arbitrated pursuant to the commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be non-binding and either party shall be free within thirty (30) days after the issuance of an arbitrator's decision to seek such other and further legal relief or remedy as may then be available.

18. If any legal action or arbitration action is filed by either party to protect is rights under this Agreement, the prevailing party to such action shall be entitled to recover reasonable attorneys' fees and costs to be fixed by the Court or arbitration.

19. The parties agree to timely execute and deliver all documents, reports, or other written materials reasonably necessary to carry out the interest and goals of this Agreement.

20. Services provided under the terms of this Agreement shall conform to the requirements of the "Request for Sealed Proposals" dated January 7, 1981 and that certain "Proposal for the Provision of Special Transportation Service to the Severely Disabled and Frail Elderly Residents of Eastern Yolo County and the Coordination of Existing Services" submitted by Paratransit Incorporated and dated February 19, 1981.

In the event of there being a conflict between this Agreement, the Proposal, and the Request for Proposals, the order of preference shall be as follows:

FIRST: Any supplemental agreements.

SECOND: This agreement.

THIRD: The Proposal.

FOURTH: The Request for Proposals
(See attachments I & II)

21. This Agreement is binding upon each of the parties, their heirs, executors, assigns, and successors.

22. Except where otherwise required by statute, all notices given pursuant to the provisions of this subcontract shall be in writing, addressed to the party to whom the notice is given, and sent by registered or certified mail to the following addresses:

A. PARATRANSIT INCORPORATED
Suite 101, 1900 K Street
Sacramento, CA 95814

B. COUNTY OF YOLO
Board of Supervisors
P.O. Box 1098
Woodland, CA 95695

23. The term of this agreement shall be from April 1st, 1981, to June 31, 1982, and continue from year to year unless notice is given by either party at least thirty (30) days in advance of a termination.

Executed by our hand on the date first herein written.

COUNTY OF YOLO, a political subdivison
of the State of California

_____
Chairman of the Board of Supervisors

PARATRANSIT INCORPORATED

_____
Chairman, Board of Directors

ATTEST:

PETER McNAMEE, County Clerk

By_____.
Deputy

ATTACHMENT I. (25 Pages)
(Original to Pete Lucas)

PROPOSAL FOR THE PROVISION OF SPECIAL TRANSPORTATION SERVICE TO THE SEVERELY DISABLED AND FRAIL ELDERLY RESIDENTS OF EASTERN YOLO COUNTY AND THE COORDINATION OF EXISTING SERVICES

SUBMITTED BY
PARATRANSIT, INC.
SACRAMENTO

FEBRUARY 19, 1981

INTRODUCTION

This proposal by Paratransit, Incorporated, offers a very limited level of service to residents of Eastern Yolo County. The basic concept of the proposal is that Paratransit, Inc., would contract with Yolo County to develop the actual services with the development work being initiated approximately April 1, 1981. The staff costs associated with the development of actual services and the coordination of existing social service agencies is described for the period from April 1 through June 30, 1981. For the period from July 1, 1981, through June 30, 1982, it is proposed that Paratransit, Inc., operate one vehicle in Eastern Yolo County and continue the coordination efforts initiated prior to July 1, 1981. It is assumed that Yolo County would purchase the necessary vehicle or vehicles and make the equipment available to Paratransit, Inc., on a lease basis at no cost.

PROFESSIONAL QUALIFICATIONS

Paratransit, Inc., has provided special services for the elderly and handicapped since November, 1978. The agency has grown substantially since initially created. The present operation consists of 18 vehicles serving approximately 2,000 rides per week and is supplemented by a maintenance operation providing services to approximately 20 nonprofit organizations in Sacramento County. The management of Paratransit, Inc., has many years of experience in transportation and social service agency management. Resumes of the top management staff are attached.

PROFESSIONAL REFERENCES

The following are three organizations which Paratransit, Inc., has served on a contract basis:

Sacramento Regional Transit District
P.O. Box 2110
Sacramento, CA 95810
Contact: Bob Nelson, Acting General Manager

Serve Our Seniors
6236 Main Avenue
Orangevale, CA 95662
Contact: Joan Barry, Executive Director

Area 4 Agency on Aging
1820 J Street
Sacramento, CA 95814
Contact: Deanna Lea, Director

SERVICE DESCRIPTION

Paratransit, Inc., proposes to investigate and to the extent possible coordinate existing transportation services in Eastern Yolo County. An investigation of these resources will be made and attempts will be undertaken to integrate their services with new services through a coordinated scheduling and dispatch process. These efforts will be supplementary to the provision of service with one vehicle purchased by Yolo County and made available to Paratransit, Inc., on a lease basis. It is proposed that service be offered for approximately nine hours per day five days per week, Monday through Friday. This level of service should cover basic life support functions and also be available during business hours of most organizations.

This service is proposed to operate in Eastern Yolo County with connections into Sacramento to such locations as downtown Sacramento and the Sacramento Medical Center. Connections would also be made from Eastern Yolo County to county offices in Woodland. Service between Eastern Yolo County and the City of Davis would be subject to negotiation and could be made available if mutually agreeable to the parties involved.

The vehicle made available by Yolo County must be equipped with a radio compatible with Paratransit's existing radio communication system. The scheduling and dispatching of the service would be provided in a fashion similar to other Paratransit, Inc., services whereby an advanced reservation system is utilized with final scheduling and driver assignments to be made approximately 24 hours in advance of the actual service. All scheduling and dispatching would be handled through Paratransit's existing office located at 1900 K Street, Sacramento. The installation of a direct toll-free telephone line into Paratransit's office could be investigated but is not included in this proposal at the present time.

It is proposed that Yolo County purchase one new vehicle equipped with a wheelchair lift for the provision of this service. The vehicle should be large enough to accommodate a minimum of four wheelchairs and up to four ambulatory passengers. Compatibility with Paratransit's existing fleet would be desirable but not essential. The Paratransit, Inc., staff would be available to consult with Yolo County officials in the selection of an appropriate vehicle. Because of the breadth of Paratransit's maintenance operation, the selection of any particular vehicle type is not critical.

Drivers and other personnel will become employees of Paratransit, Inc. Drivers will receive training consistent with Paratransit, Inc., existing training standards. Driver training follows a

rigorous selection process in which previous driving experience and an aptitude for dealing with the elderly and handicapped are sought. Driver training itself consists of instruction in first aid, CPR, map reading, vehicle operation, techniques for handling elderly and handicapped individuals, and emergency maintenance procedures. Driver performance is closely monitored and retraining programs emphasizing vehicle and passenger safety are required where warranted.

The vehicle operated in Yolo County will be subject to the same maintenance program as is Paratransit's existing fleet. This consists of regular servicing based on the number of miles operated, regular safety inspections, and thorough interior and exterior cleaning. Drivers are required to conduct a routine maintenance inspection each day prior to operation of the vehicle. Minor defects or adjustments are taken care of immediately. Paratransit's maintenance operation is open until 9:30 p.m. allowing for nighttime servicing of vehicles without service interruption. Jobs requiring that the vehicle be taken out of service would result in either Yolo County making another vehicle available or Paratransit, Inc., providing a back-up vehicle from its existing fleet. The question of a back-up vehicle would be subject to negotiation.

Paratransit, Inc., proposes to provide service to disabled persons as defined by criteria established by the Sacramento Regional Transit District and to the frail elderly as also defined by RT. Other client groups could be deemed eligible at the discretion of Yolo County.

Fares consistent with those charged by the Sacramento Regional Transit District and Paratransit, Inc., in Sacramento County would be charged of all passengers in Yolo County. The present fare is 50¢ per trip. A fare box is included on each vehicle and fares are extracted from each vehicle, counted, and deposited in a bank each day.

Project expenses, revenues, and other quantitative factors are described on Attachment A. Various measures of cost-effectiveness are described on Attachment B. It is important to note that the cost-effectiveness measures are provided only for 1981-82 because of the fact that it is only for that period that service is actually proposed. Further, it is important to point out that the estimated fare box revenue at 50¢ per ride would not be sufficient to achieve 10 percent of the operating expenses out of the fare box. If this service to Yolo County is subject to the 10 percent fare box recovery requirement of the Transportation Development Act, a fare higher than 50¢ per ride may be required. This should be determined by Yolo County prior to implementation of a contract with Paratransit, Inc.

NONPROFIT CORPORATION DOCUMENTATION

Attached is a copy of Paratransit's Articles of Incorporation demonstrating its nonprofit status. Further, a copy of Paratransit's letter from the Internal Revenue Service stating its tax exemption under Section 501(c)3 is attached.

NET OPERATING AND CAPITAL COSTS

All project expenses and revenues are described in Attachment A. It is assumed that a combination of fare box revenue and funds made available by Yolo County will cover the costs associated with this project. It is further assumed that Yolo County will purchase the capital items necessary for implementation of this project. The cost of equipment is not included in this proposal. For reference purposes, a vehicle of the type Paratransit, Inc., presently operates can be purchased fully equipped with a radio and fare box for approximately $29,000.

PARATRANSIT, INC., MANAGEMENT

Attached for your inspection are resumes of the management staff of Paratransit, Inc. These individuals include:

Philip B. McGuire
Executive Director

Bill Durant
Assistant Director for Maintenance

Linda J. Campbell
Assistant Director for Operations

Operations Specialist

ADDITIONAL INFORMATION

Paratransit, Inc., at the present time maintains $1 million single limit coverage on all of its operations. The same coverage would be extended to service operated for Yolo County.

PBM:dkh
2.17.81

ATTACHMENT A

	April-June 1981	1981-82
Expenses:		
Management Salaries	$ 792	$ 3,480
Operations Salaries	1,810	7,953
Operators Wages	---	14,274
Fringe	650	6,427
Fuel	---	6,552
Maintenance	---	3,744
Phone	300	1,200
Office Expense	300	1,200
Travel	150	600
Insurance	---	1,300
Workers Compensation	190	1,800
Total	$4,192	$48,530
Revenues:		
Fare Box	$ ---	$ 3,510*
Yolo County Funds	4,192	45,020
Total	$4,192	$48,530

*Assumes 3 passengers per vehicle hour at $.50 per passenger.

PBM:dkh
2.17.81

ATTACHMENT B

	1981-82
Cost Per Mile	$ 1.30
Cost Per Passenger	$ 6.91
Cost Per Service Hour	$20.74

PBM:dkh
2.17.81

PHILIP B. MCGUIRE
10 Nutwood Circle
Sacramento, CA 95833

Telephone: (916) 920-3929 (Home)
(916) 448-3415 (Work)

PERSONAL DATA

Birthdate: July 1, 1949
Marital: Single
Health: Excellent
Height: 5 feet, 10 inches
Weight: 160 lbs.

BUSINESS EXPERIENCE

PARATRANSIT, INC. — September, 1978 to present
Sacramento, California
Position: Executive Director

Major Responsibilities: All management functions including personnel selection, financial control, management systems design, board/management relations, marketing, contract negotiation, etc.

Span of Control: Supervision of staff including professional planners, operations manager, drivers, and maintenance personnel.

Size: Thirty employees, revenues of $1,200,000, operation of 18 vehicles, maintenance program for 100 vehicles.

Special Skills: Public relations, program financing and management, and systems analysis.

Key Accomplishments:

- Established Paratransit, Inc. (directed incorporation, obtained funding, vehicles, etc.).
- Directed growth and development of Agency to 100 vehicle maintenance program.
- Instituted performance-based incentive pay system.
- Designed fleet maintenance program including inspection procedures, billing system, etc.

TRANSPORTATION CONSULTANT — April, 1977 to December, 1978

Major Responsibilities: Self-employed transportation consultant specializing in finance, legislative affairs, and marketing. Clients included California Association of Publicly Owned Transit Systems (CAPOTS), Santa Barbara Metropolitan Transit District, and the Sacramento Regional Transit District.

Key Accomplishments:

- Guided the development of CAPOTS as the transit industry lobbying organization in California including doubling membership, financial research, information distribution, and instructional seminar design.

- Assisted in the design and passage of major transit legislation.
- Developed the first marketing plan and program for Santa Barbara.
- Analyzed service for the elderly and handicapped in Sacramento.

SACRAMENTO REGIONAL TRANSIT DISTRICT — November, 1974 to April, 1977
Sacramento, California
Position: Assistant Director of Planning and Marketing

Major Responsibilities: Performed all legislative and financial work for the District, represented the District with local government, prepared first marketing plan and program, designed and implemented service for the handicapped.

SACRAMENTO REGIONAL AREA PLANNING COMMISSION — October, 1973 to November, 1974
Sacramento, California
Position: Associate Planner

Major Responsibilities: Prepared long-range transit plan and program, directed implementation of a major transit on-board survey, directed travel demand analysis for the Sacramento region.

JOHNSON COUNTY REGIONAL PLANNING COMMISSION — February, 1973 to October, 1973
Iowa City, Iowa

EDUCATION

BA Sociology, University of Iowa, 1971

MA Transportation Planning, University of Iowa, 1973

MBA Candidate, California State University at Sacramento

BILL E. DURANT
2223 L Street
Sacramento, CA 95816

Telephone: (916) 447-0806 (Home)
(916) 448-3415 (Work)

BUSINESS EXPERIENCE

PARATRANSIT, INC. — July, 1979 to Present
Sacramento, California
Position: Director of Interagency Affairs

Major Responsibilities: Program analysis, planning, and implementation; developing and maintaining liaison with public and community-based social and health services agencies; labor relations and contract negotiations; assume duties of the Executive Director in his absence.

Special Skills: Public and private sector human service programs; funding and grantsmanship; human service and transportation planning.

Key Accomplishments:

- Implementation and development of Paratransit's Maintenance Center.
- Paratransit, Inc., service expansion planning.
- Adoption of SPSS computer program to registration file for market analysis.
- Development and implementation of Paratransit's service and schedule reorganization.
- Redesign of Paratransit's intermittent and subscription rider scheduling process.
- Implementation of Transmax computerized coordination system (this project is in progress).

SACRAMENTO REGIONAL AREA PLANNING COMMISSION — December, 1975 to June, 1979
Sacramento, California
Position: Assistant Human Services Planner

Major Responsibilities: Human service project review and evaluation; formation and staffing of regional Paratransit Coordinating Council; supervision of student interns and planning analysts assigned to planning projects under my management; planning and implementation of human service coordination and consolidation strategies.

Key Accomplishments:

- Organization of regional Paratransit Coordinating Council.
- Developed funding for centralized maintenance facility. (This project was implemented and is now operated by Paratransit, Inc.)
- Developed coordination and consolidation strategies which assisted in the organization of Paratransit, Inc.
- Assisted in developing a system for tracking Federal and State funds which support the human service delivery system within local communities.

SACRAMENTO AREA ECONOMIC OPPORTUNITY COUNCIL, INC.
Sacramento, California
Position: Program Director
September, 1973 to October, 1975

Major Responsibilities: Administered $130,000 community-based social service center; managed a staff of 15 persons, including 2 professional social workers (M.S.W.s), 2 community organizers, 3 part time community outreach workers, 2 clerical support persons; project planning grant-writing and project implementation; public and private agency relations.

Key Accomplishments:

- Developed community-based detoxification program.
- Planned and implemented prototype public housing facility for unattached persons.
- Implemented peer "street" counseling project.

UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS
Department of Applied Behavioral Sciences
Davis, California
Position: Research Specialist (Non-teaching Faculty)
June, 1968 to December, 1972

Major Responsibilities: Management of a series of research projects dealing with the impacts of agricultural mechanization; supervision of research assistants assigned to projects; administration of research grant funds.

Key Accomplishments:

- Development of "Inculture Research Program".
- Published a series of research monographs which lead to establishment of labor market re-entry programs for displaced workers.

EDUCATION

B.S. in Social Work, California State University, Sacramento, 1967

M.S.W. Candidate, School of Social Work, California State University, Sacramento, 1968

Internal Revenue Service
District Director

Department of the Treasury

Date: DEC 26 1978

SF:EO:78-2147
Employer Identification Number:
94-2519965
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Ends:
June 30, 1983
Person to Contact:
B. Disher
Contact Telephone Number:
(415) 556-1585

Paratransit, Incorporated
1900 K Street, Suite 101
Sacramento, California 95814

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Michael Bessi
District Director

State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUL 20 1978

March Fong Eu

Secretary of State

892213

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
JUL 20 1978

MARCH FONG EU, Secretary of State
Colleen R. Petersen
Deputy

ARTICLES OF INCORPORATION
OF
PARATRANSIT, INCORPORATED

I. NAME

The name of the corporation is PARATRANSIT, INCORPORATED.

II. PURPOSES AND POWERS

The purposes for which this corporation is formed are:

(a) The specific and primary purpose is to identify, organize, and serve the special transportation needs of the elderly and handicapped and others with special needs in northern California.

(b) Provide supportive services to other agencies in northern California.

(c) The general purposes and powers are to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, including the power to contract, rent, buy or sell personal or real property; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the corporation.

III. ORGANIZATION

This corporation is organized pursuant to Part 1 of Division 2 of Title 1 of the Corporations Code of the State of California and does not contemplate pecuniary gain or profit to the members thereof and is organized for nonprofit purposes.

IV. PRINCIPAL OFFICE

The county in this State where the principal office for the transaction of the business of the corporation is located in Sacramento County.

V. DIRECTORS

The makeup, terms, method of selection and duties of the Board of Directors shall be as set forth in the Bylaws. The Incorporating Board shall consist of nine persons. The names and addresses of the persons who are to act in the capacity of incorporating directors until the selection of their successors are:

NAME	ADDRESS
Joan Barry	5110 Ruscal Way, Fair Oaks, CA 95628
David E. Cates	917 Fulton Avenue #454, Sacramento, CA 95825
Dave Davis	6233 Welty Way, Sacramento, CA 95824
Hazel Fielding	2203 "G" Street, Sacramento, CA 95816
Mark Freedman	5545 Marconi Avenue #102, Carmichael, CA 95608
Elwyn Gibbs	2641 Squaw Valley Way, Sacramento, CA 95826
Marie Johnson	511 Q Street, Apt. 14, Sacramento, CA 95814
James E. Mills	1232 Fitch Way, Sacramento, CA 95825
Vicki Wells	2641 Squaw Valley Way, Sacramento, CA 95826

VI. ACTION BY CONSENT OF BOARD WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by the unanimous written consent of the Board of Directors without a meeting and that the Articles of Incorporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

VII. BYLAW PROVISIONS

(a) The directors of the corporation shall constitute its members. The procedure by which directors shall be selected, removed, or replaced shall be specified in the Bylaws. The Bylaws shall also specify the terms, duties, powers, and privileges of directors.

(b) The Bylaws shall specify the procedures under which the corporation shall operate.

VIII. DEDICATION AND DISSOLUTION

(a) The property of this corporation is irrevocably dedicated to the charitable purposes of this corporation and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private persons.

(b) On the dissolution of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code or to such other entity as determined by Sacramento County.

(c) If this corporation holds any assets in trust, or the corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the corporation has its principal office, on petition therefore by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX. LIMITATION ON CORPORATE ACTIVITIES

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

EXECUTION

IN WITNESS WHEREOF, the undersigned, including (or being) the persons hereinabove named as the first Directors, have executed these Articles of Incorporation on July 19, 1978.

Joan Barry
Incorporator

Elwyn Gibbs
Incorporator

D. E. Cates
Incorporator

Marie Johnson
Incorporator

Dave Davis
Incorporator

James E. Mills
Incorporator

Hazel Fielding
Incorporator

Vicki Weeks
Incorporator

Mark Freedman
Incorporator

Incorporator

State of California
County of Sacramento

On July 19, 1978, before me, Deborah A. DeAngelo, a Notary Public for the State of California, personally appeared:

Joan Barry, David E. Cates, Dave Davis, Hazel Fielding, Mark Freedman, Elwyn Gibbs, Marie Johnson, James E. Mills, and Vicki Weils

known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledge that they executed the same.

DEBORAH A. De ANGELO
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires Dec. 8, 1981

Deborah A. DeAngelo
Notary Public for the State of California

My Commission expires Dec. 8, 1981

PARATRANSIT, INC.
1900 K STREET, SUITE 101
SACRAMENTO, CALIFORNIA 95814
(916) 448-3415

PARATRANSIT, INC.
JAN 2 1980

APPLICATION FOR EMPLOYMENT

me - Last	First	Initial	Position(s) for which you are applying:		
Durant	Linda	J.	Operations Manager	(Full Time)	Part Time

dress - Number Street City State Zip	Telephone
3425 1st Avenue, Apt. 3, Sacramento, California 95817	(916) 454-4653

you have a valid California Driver's License?	Social Security Number	Date of Birth
Yes No Number M0862035	563-64-1378	

re you ever discharged or forced to resign due to misconduct or unsatisfactory services?
Yes (No) If "Yes" explain circumstances and give employer's name _____

ve you ever served in the U.S. Armed Forces? Yes (No) If "Yes" attach proof of discharge.
nch _____
tered Active Duty(date) _____ Released from Active Duty(date) _____

you have any physical condition which may limit your ability to perform the job applied for?
Yes (No) If "Yes" give details _____

ve you ever been convicted by a court for any offense? Yes (No)

Date	Court and Location	Disposition of Case

IE: Conviction is not necessarily a bar to employment. Each case is considered individually on job requirements. (Omit Traffic Violations for which the fine was less than $30.00)

MARKS: Use this section for additional information or comments relative to your application.

rcle Highest Grade Completed: 6 7 8 9 10 11 (12)
gh School Graduate? (Yes) No Pass G.E.D. tests? Yes No

me and Location of High School		Total Units	Graduate?	Degree	Year
Norte Del Rio High School, Sacramento					
me of College American River College California State University	Major Pre-law with Business	46	4.0 gpa		
cation	Minor emphasis				
nduate School	Major				
cation					
siness or Trade School	Course				

EXPERIENCE: List all jobs held within the last ten years. Put present or most recent job first. If you need more space, attach additional sheets. COMPLETE NAMES AND ADDRESSES ARE MANDATORY TO PROCESS APPLICATION.

PLEASE SEE ATTACHED FOR ANSWERS TO THIS PORTION OF THE APPLICATION.

From: Mo. Day Year To: Mo. Day Year	Exact Title of Position
Name of Employer	Describe Your Duties
Address	
Name of Supervisor	
Reason for Leaving	No. Supervised / Salary Per Month
From: Mo. Day Year To: Mo. Day Year	Exact Title of Position
Name of Employer	Describe Your Duties
Address	
Name of Supervisor	
Reason for Leaving	No. Supervised / Salary Per Month
From: Mo. Day Year To: Mo. Day Year	Exact Title of Position
Name of Employer	Describe Your Duties
Address	
Name of Supervisor	
Reason for Leaving	No. Supervised / Salary Per Month
From: Mo. Day Year To: Mo. Day Year	Exact Title of Position
Name of Employer	
Address	Describe Your Duties
Name of Supervisor	
Reason for Leaving	No. Supervised / Salary Per Month
From: Mo. Day Year To: Mo. Day Year	Exact Title of Position
Name of Employer	Describe Your Duties
Address	
Name of Supervisor	
Reason for Leaving	No. Supervised / Salary Per Month

CERTIFICATE OF APPLICANT (Read Carefully before signing)

I HEREBY CERTIFY that all statements in this application are true and complete. I agree and understand that any misstatements or omissions of material facts herein will cause forfeiture on my part of all rights to employment with Paratransit, Inc. I understand that if I do not meet the announced requirements I shall be eliminated from the examination.

Linda J. Durant
Signature

Jan. 2 1980
Date

12-27-79

AN EQUAL OPPORTUNITY EMPLOYER

APPLICATION FOR EMPLOYMENT

EXPERIENCE:

Office Manager
Project Equity
Fremont School for Adults
2420 N Street, Room 32
Sacramento, California 95816
September 3, 1979 to present
Jackie Branch, Field Site Manager

Compile, organize, and analyze data; develop workshops and inservice training programs; prepare various reports; provide resources and materials to participating districts; handle communication with district contacts and the State Department of Education; develop needs assessments for school districts; manage office; research and provide data as requested by districts and other agencies; act in absence of Field Site Manager; etc.
Salary: $6.32 per hour ($1011 per month)

Secretary to Director (half-time)
Paratransit, Inc.
1900 K Street, Suite 101
Sacramento, California 95814
March 2, 1979 - August 31, 1979
Philip B. McGuire, Director

Utilized variety of secretarial skills with which you are familiar while pursuing education. In addition, assisted in improving, developing, and installing experimental scheduling system, and worked in early stages of its development. Gained knowledge of procedures, systems, and problems unique to operations office. Operated scheduling office in absence of staff.
Salary: $4.50 per hour

Secretary II
El Dorado County Office of Education
337 Placerville Drive
Placerville, California 95814
January 9, 1974 - July 15, 1978
Hazel E. Hoak, County Superintendent of Schools

Performed technical and legal research for County Committee on School District Organization; private school coordinator; member of negotiating team for management; member of Title IX and Affirmative Action Committees; supervised clerk; trained CETA employees; organized countywide conference on Title IX; prepared meeting minutes; composed various correspondence; designed employment brochures; typed reports; filed; answered telephones; substituted for Superintendent's secretary; etc.
Salary: $1,084

Secretary
Sacramento Singlemen's Self-help Group, Inc.
1400 E Street
Sacramento, California 95814
1970
Abel Chacon, Director

Exercised considerable independence in managing and organizing office; extensive involvement in negotiating housing arrangements with the Sacramento City Council and Housing Authority; etc.

Assistant Director
Cabinet, Inc. (Sacramento Area Economic Opportunity Council)
2700 Meadowview Road, Sacramento, CA
George Chung, Director

Director multi-cultural youth center; organized activities; supervised and trained youth organizers; supervised office staff.

paratransit inc.

PERFORMANCE OBJECTIVES

NAME: _____

APPOINTMENT DATE: _____

EVALUATION PERIOD: _____

POSITION: OPERATIONS SPECIALIST: Reports to the Assistant Director, Operations, and is responsible for day-to-day processing of trip requests, assignment of trip requests to schedules, preparing driver assignments, on-line monitoring and dispatching of service, representing the Assistant Director, Operations, in situations requiring driver supervision, record-keeping, computer operation, and other duties deemed necessary by the Assistant Director, Operations, or the Executive Director.

INTRODUCTION

Following are specific performance objectives which will be used in evaluating your performance as an Operations Specialist. Your performance is evaluated on a continuous basis throughout the year and will be formally discussed with you at least once every six months from your date of appointment. The way in which you work toward achieving the performance objectives and the success with which they are performed will have a direct affect upon your performance appraisal. The performance appraisal process is tied directly to the bonus system. Bonus pay is awarded in instances where superior performance within a job classification is demonstrated by an individual.

PERFORMANCE OBJECTIVES

As an Operations Specialist, you are specifically required to accomplish the following primary performance objectives:

1. To develop and maintain daily operating schedules with accuracy and in a timely manner;

2. To inform each passenger of his or her pick-up and return times in accordance with the established time frame;

2. The degree of independence and initiative you demonstrate in making certain that every operation detail is carried through to its completion;

3. The degree of creativity and initiative shown in taking on an assignment when the need is evident, but the job has not been specifically assigned;

4. The willingness with which you accept and accomplish new and daily assignments and establish routine office procedures;

5. The effectiveness with which you communicate suggested and actual changes for improvement in operating procedures, and your ability to successfully establish a professional rapport with all staff members;

6. The degree of professionalism you establish with other agencies and individuals; and

7. The personal contribution you make in improving the Operations office and the creativity and initiative you expend in improving your own performance.

I have reviewed the Performance Objectves with my immediate supervisor. I understand them and agree that they constitute reasonable expectations of a person in my job classification and of me personally.

_____ _____

EMPLOYEE

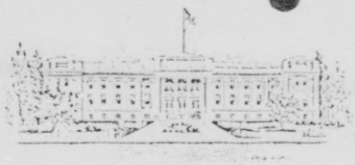
LINDA J. CAMPBELL
ASSISTANT DIRECTOR, OPERATIONS

_____

DATE

LJC:dkh
12.23.80

Attachment II
(7 Pages)



COUNTY OF YOLO

Woodland, California

LLOYD H. ROBERTS, DIRECTOR

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER - SURVEYOR - ENGINEER
292 WEST BEAMER STREET - TELEPHONE 666-8428
WOODLAND, CALIFORNIA 95695

N O T I C E

TO: PUBLIC TRANSPORTATION PROVIDERS

FROM: COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SPECIAL TRANSPORTATION SERVICES FOR THE SEVERELY HANDICAPPED AND FRAIL ELDERLY. (PARA-TRANSIT)

DATE: JANUARY 7, 1981

THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO HAS AUTHORIZED THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT PROPOSALS FOR THE FURNISHING OF A PARA-TRANSIT SERVICE FOR THE URBANIZED AREA OF EASTERN YOLO COUNTY. IT IS INTENDED THAT SERVICE AND POLICIES BE EQUIVALENT TO, AND CONSISTENT WITH THAT CURRENTLY PROVIDED IN SACRAMENTO.

THESE PROPOSALS ARE TO BE SUBMITTED TO THIS OFFICE NOT LATER THAN FEBRUARY 19, 1981. INTERVIEWS AND EVALUATION OF PROPOSALS WILL BE CONDUCTED BY THE COUNTY STAFF DURING THE WEEK OF MARCH 2, 1981.

FOR DETAILS, REFERENCE IS MADE TO THE ATTACHED DOCUMENTS.

VERY TRULY YOURS,
LLOYD H. ROBERTS,
DIRECTOR OF PUBLIC WORKS

BY Gerald N. Gibson
GERALD N. GIBSON,
DEPUTY

REQUEST FOR SEALED PROPOSALS

The County of Yolo invites proposals from nonprofit corporations to coordinate, consolidate, and increase handicapped transportation services in the East Yolo County area.

Scope of Work

The proliferation of handicapped transportation systems in recent years has raised concern regarding under-utilization and overlap of these independent services. As the lead agency for handicapped transportation, Yolo County is responsible for improving the efficiency and effectiveness of handicapped services within the County. Recognizing this, Yolo County is seeking proposals to coordinate, consolidate, and increase handicapped services in the East Yolo area. Nonprofit corporations are requested to provide the following specific services:

1. Coordinating and consolidating individual social agency transportation services in the urbanized area of East Yolo County, including Clarksburg.
2. Increase the level of elderly and handicapped services in eastern Yolo County.
3. Interface coordinated and new handicapped services with existing Regional Transit District handicapped and regular line services.
4. Develop with the County, subsidiary services for clients to be served by the proposed service which incorporates the needs of the frail elderly as well as the existing handicapped eligibility criteria used by the Sacramento Regional Transit District, and the social agencies partipating in the project.
5. Develop a project reporting system in accordance with Federal, State, and County requirements as outlined in Attachment A

6. Cooperate with the County in the Development of a promotional and Public Relations program to make eligible clients aware of the service.

7. The term shall be from approximately the first day of April 1981 until June 30, 1982, unless otherwise extended from year to year by mutual agreement between the County and agency furnishing the required services.

Content of Proposal

1. A brief description of your agency's professional qualifications and experience.

2. The name, address, telephone number, and principal contact person for at least three organizations or recent clients that Yolo County can contact regarding your agency's performance as a contractor. Please include a description of the scope of any contract work performed by your agency. If your agency has no experience, please outline the experience of the principal participants in your agency.

3. A brief description of how your agency proposes to provide the service outlined above to include, but not be limited to, information in the following areas:

   A. Type of Service

   B. Hours and days of service.

   C. Service area.

   D. Scheduling and dispatching procedures for client trips including radio communications if appropriate.

   E. Number and description of project vehicles.

   F. Driver training program standards and operation.

   G. Vehicle maintenance program standards and operation.

   H. Description of client groups to be serviced.

   I. Fare policy, collection and accounting, including coordination with existing Regional Transit fare structure.

J. Local project budget by line item and program for 1981, through June, 1982.

K. Local estimated project revenues by source.

L. Total estimated passenger trips served by the project.

M. Average vehicle load factor.

N. Cost effectiveness of proposed service plan by program including cost per mile, cost per passenger, cost per service hour, passengers per service hour, and other appropriate measures.

4. Evidence that your agency is a nonprofit corporation organized pursuant to Div. 2 (commencing with Section 9000) of Title 1 of the California Corporations Code.

5. Projected net operating costs and capital costs (including fare box revenues) and proposed method of payment.

6. A brief biographical sketch of each member of your agency's management staff to be assigned to the service.

Additional Contract Requirements

The agency selected to carry out the proposed service will be subject to additional contract requirements including the following:

1. The agency selected and any subcontractors of this agency will be required to provide Yolo County certificates of insurance for general liability insurance which names Yolo County as a co-insured under the policy and which provides for $500,000 single limit coverage The agency shall also provide a certificate of insurance for a Fidelity and Surety Bond of agency employees.

2. All "Service Contracts" with social services agencies in Yolo County shall be approved by Yolo County before executing such subcontracts.

3. Fares shall be consistent with those established by the Sacramento Regional Transit District.

Selection Process

Proposals will be received until February 19, 1980 at 2:00 P.M. After an initial staff evaluation, agencies who submit proposals will be asked to discuss their proposals with County staff during interviews to be conducted at a time to be set between March 2, 1981 and March 6th, 1981. Upon completion of all interviews, staff will report the findings of the evaluation process to the Yolo County Board of Supervisors, who will select an agency. The Board is tentatively scheduled to execute a contract for the requested services on March 17, 1981.

Evaluation Criteria

Proposals will be evaluated in accordance with the following criteria:

1. Qualifications of agency.
2. Qualifications of agency management personnel.
3. Experience and knowledge in human services transportation systems.
4. Ability to communicate effectively with elderly and handicapped community.
5. Adequacy of proposed vehicle maintenance and driver training programs.
6. Cost effectiveness of proposal.
7. Extent of Minority Business Enterprise and Affirmative Action efforts.

Date for Submission of Proposals

All proposals shall be delivered to the office of the Director of Public Works of the County of Yolo, 292 West Beamer Street, Woodland, California by 2:00 P.M. on February 19, 1980.

If there are any questions regarding the proposal, please contact the Department of Public Works, (916) 666-8428.

ATTACHMENT "A"

REPORTING REQUIREMENTS

The agency selected to provide the service will be required to submit the following reports.

Daily Report

Contractor shall submit a log of all agency trip origins and destinations.

Monthly Report

The contractor shall submit a detailed bill---- on a monthly basis. This bill should include the overall process and problems of the program in the areas of ridership, revenue, expenses, and operating characteristics. This report should include the following specific information.

1. Financial Information

   The contractor shall submit on a monthly basis - a revenue and expense report, and a line item comparison of budgeted versus actual expenditures and revenues. The contractor should highlight any problems identified in the report. Financial information must be collected and reported in accordance with procedures and accounting approved by the County of Yolo.

II. Operating Characteristics

   The contractor shall submit the following information regarding the operating characteristics.

   A Total passengers.

B. Operating cost.

C. Vehicle service hours.

D. Vehicle service miles.

E. Operating cost per passenger.

F. Operating cost per vehicle service hour.

G. Passengers per vehicle service hour.

H. Passengers per vehicle service mile.

I. Description of significant road calls.

All operating information must be reported in accordance with the definitions outlined in Section 99247 of the State of California Transportation Development Act as amended.

Six Month Report

Fifteen (15) days following the end of the first six months of operation, the contractor shall submit a report evaluating the performance of the service. The report should summarize the results of the agency's coordination and consolidation efforts and evaluate the impact of these efforts on the efficiency and effectiveness of elderly handicapped transportation services in East Yolo. The report should outline the long run costs and benefits of the program based upon the first six months of operation, and should explain any problems and/or proposed modifications in the program. Finally, the report should include a summary of all information for the first six months of operation in the same form as prescribed in the monthly report.

Annual Report

Contractor shall submit all financial and operating information prescribed for transit operators in the State of California Transportation Development Act, and Urban Mass Transportation Act of 1964, as amended, including an independent financial audit of your agency.

COUNTY OF YOLO

RECEIVED MAR 20 1981

FILED

APR - 8 1981

PETER McNAMEE, Clerk

By _____ Deputy

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 81 75

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Diogenes Youth Services

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Diogenes Youth Services hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Youth Needs & Services Awareness Project Augmentation
MAILING ADDRESS	: P. O. Box 807
CITY & STATE	: Davis, CA 95616 PHONE : 756-5668
PROGRAM DIRECTOR	: Ronald Clement

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 2-15-81

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is $12,707

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature Robert N Black
Name and Title Date	see attached 4/8/81 Name and Title Date
	Robert N. Black, Chairman Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of February 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Diogenes Youth Services hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Diogenes Youth Services is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Statement of Work to be Performed

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 15, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $12,707, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81 75 .

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N Clark

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

Diogenes Youth Services, Inc.

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

March 20 19 81

(Date)

Executive Director

(Title of Authorized Officer)

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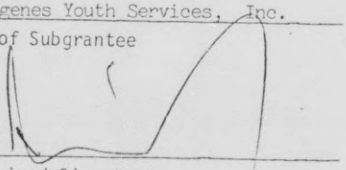
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Diogenes Youth Services, Inc.
Name of Subgrantee



Authorized Signature

March 20, 1981
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

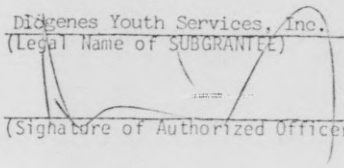
w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Diogenes Youth Services, Inc. — March 20 — 1981
(Legal Name of SUBGRANTEE) — (Date)



(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:_____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Ronald W. Clement, AM RESPONSIBLE FOR

Diogenes Youth Services, Inc. AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
50[illegible] First Street, Woodland, Califo[illegible]a 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____

DATE February 9, 1981

Subgrantee Name and Address:
Diogenes Youth Services
P. O. Box 807
Davis, CA 95616

Contact Person: Ron Clement
Phone 756-5668
Period: From 2-15-81 To 9-30-81
Program Name: Youth Needs & Services Awareness Project Augmentation

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.						842			842
MAR.						1,682			1,682
APR.						1,682			1,682
MAY						1,682			1,682
JUNE						1,682			1,682
JULY						1,682			1,682
AUG.						1,713			1,713
SEPT.						1,742			1,742
TOTAL						12,707			12,707

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.			679	163				842
MAR.			1,357	325				1,682
APR.			1,357	325				1,682
MAY			1,357	325				1,682
JUNE			1,357	325				1,682
JULY			1,357	325				1,682
AUG.			1,388	325				1,713
SEPT.			1,417	325				1,742
TOTAL			10,269	2,438				12,707

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Ronald W. Clement Executive Director
Signature

For CETA Approval Only:

Fiscal Officer — Date 3/12/81

CETA Director — Date 3/12/81

YC 108 (10-79)

INDIVIDUAL BUDGET

Name of Agency: Diogenes Youth Services, Yolo County Center

Title VI Project Name: Youth Needs and Services Awareness Project Augmentation

Position Title: Youth Worker I

Date Submitted:

	5. Actual Costs	6. Federal Costs
Total Salary per month	$ 675.00	$ 675.00
a. Base Salary	$ 675.00	$ 675.00
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shift Differential Pay	$ -0-	$ -0-
d. Overtime Pay	$ -0-	$ -0-
Fringe Benefits		
a. Social Security ....._____%.....	$ -0-	$ -0-
b. Medical Insurance	$ 80.00	$ 80.00
c. Dental Plan	$	$
d. Uniform Allowance	$ -0-	$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
1.08 X N/A X 675/100 =.....	$ 7.29	$ 7.29
f. Mileage		
300 miles @ $ 0.20 per mile.....	$ 60.00	$ 60.00
g. Other (Specify)		
_____	$	$
Vacation Leave (10 hrs/month)	$ 40.67	$ 40.67
Total Fringe Benefits Cost	$ 187.96	$ 187.96
Total Position Cost	$ 862.96	$ 862.96
Anticipated Salary Increases		
a. Cost of Living		
_____% Effective Date_____	$	$
_____% Effective Date_____	$	$
b. Step Increases		
$30.00 % Effective Date 8-15-81	$ 30.00	$ 30.00
_____% Effective Date_____	$	$
Estimated Annual Cost (7½ months--from February 15, 1981-September 30, 1981)		
. Wages	$ 5,107.50	$ 5,107.50
. Fringe Benefits	$ 1,409.70	$ 1,409.70
. Total	$ 6,517.20	$ 6,517.20

Number of Positions being requested 1

Prepared by: Ronald W. Clement

YOLO COUNTY MANPOWER DIVISION
500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Diogenes Youth Services, Business Office
2. Title VI Project Name: Youth Needs and Services Awareness Project Augmentation
3. Position Title: Administrative Trainee
4. Date Submitted:

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 682.00	$ 682.00
a. Base Salary	$ 682.00	$ 682.00
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shift Differential Pay	$ -0-	$ -0-
d. Overtime Pay	$ -0-	$ -0-
8. Fringe Benefits		
a. Social Security ..... ____ %	$ -0-	$ -0-
b. Medical Insurance	$ 80.00	$ 80.00
c. Dental Plan	$	$
d. Uniform Allowance	$ -0-	$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
1.08 X N/A X 688/100 = ...	$ 7.43	$ 7.43
f. Mileage		
40 miles @ $0.20 per mile	$ 8.00	$ 8.00
g. Other (specify)		
	$	$
Vacation leave (10 hrs/month)	$ 41.08	$ 41.08
9. Total Fringe Benefits Cost	$ 136.51	$ 136.51
10. Total Position Cost	$ 818.51	$ 818.51
11. Anticipated Salary Increases		
a. Cost of Living		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
b. Step Increases		
$30.00 % Effective Date 8-15-81	$ 30.00	$ 30.00
____ % Effective Date ____	$	$
12. Estimated Annual Cost (7½ months--from February 15, 1981-September 30, 1981)		
a. Wages	$ 5,160.00	$5,160.00
b. Fringe Benefits	$ 1,023.83	$1,023.83
c. Total	$ 6,183.83	$6,183.83

13. Number of Positions being requested 1

14. Prepared by: Ronald W. Clement

TC 101

I. Project Abstract

The Youth Needs and Services Awareness Project Augmentation will expand the scope of work under our current CETA Title VI PSE project. The Youth Needs and Services Awareness Project is a followup to our Youth Needs Assessment Survey completed in June, 1980. That project produced a report on the needs, problems, concerns, and perceptions of young people in Yolo County as viewed by youth themselves, adults and youth service agencies and schools. The goals of the Youth Needs and Services Awareness Project are to 1) Increase awareness amongst Yolo County youth and parents as to what to do in times of personal, interpersonal or family problems and where to go to get help and 2) To increase awareness county wide as to the findings of the Youth Needs Assessment Survey. The goal of this proposed Project Augmentation is to provide further data and analysis thereof on the needs, problems, concerns, and perceptions of youth in Yolo County. This goal will be met by producing a Second Report of the Needs of Youth in Yolo County.

The Youth Needs Assessment Survey Report presented major survey findings, and analysis thereof, and recommendations for followup and implementation of the major findings. From throughout the county we are now receiving numerous requests for additional and more detailed information, data, and analyses than is presented in the Survey Report. For example, we are receiving many requests for information on the survey responses of minority youth and the needs of out-of-school youth in Yolo County.

In the original Survey Report the responses of minorities were not separated out from the total population. We do have the raw data available, though, for analysis and reporting on the responses of minority youth and adults. Raw data is also available to allow reporting and comparison of the responses of other subgroups. Out-of-school youth were inadvertently not included in the original survey. We can use the same basic survey questionnaire and process, though, to survey the needs and concerns of this group. To perform any of these tasks, though, exceeds the scope of the current project.

This proposed augmentation will provide the necessary additional staff to both present and analyze additional data from the original survey and perform a comparable survey of out-of-school youth.

The specific additional data to be analyzed will be determined by input from concerned agencies and individuals and the Project Advisory Group. The additional data, the findings of the survey of out-of-school youth, and an analysis will be presented in the Second Report on the Needs of Youth in Yolo County.

The Youth Needs and Services Awareness Project staff includes two Youth Workers and a Clerk/Typist. This proposed Project Augmentation would add one Youth Worker and an Administrative Trainee. The Youth Worker will work at our Yolo County Youth and Family Crisis Center. The Administrative Trainee will work at our agency Business Office and Resource Center.

Please note that since this proposal is to augment an existing project, all work is to be completed by September 30, 1981.

IV. Goals and Objectives

PSE Project : Diogenes Youth Services, Youth Needs and Services Awareness Project Augmentation	
Goals	OBJECTIVES
1.0 The goal of the Youth Needs and Services Awareness Project Augmentation is to provide additional data and an analysis thereof on the needs, problems, concerns, and perceptions of youth ages 12-18 years in Yolo County.	1.1 By 6-30-81 using the basic questionnaire/survey process developed for the Youth Needs Assessment Survey, determine the needs of out-of-school youth in Yolo County. 1.2 By 6-30-81 compile, review, and analyze additional available data on the needs of youth in Yolo County. 1.3 By 9-30-81 write, publish, and disseminate a Second Report on the Needs of Youth in Yolo County.

V. Activities and Timelines — ACTIVITIES AND TIMELINES

OBJECTIVES(S): Objective 1.1: By 6-30-81 using the basic questionnaire/survey process developed for the Youth Needs Assessment Survey, determine the needs of out-of-school youth in Yolo County.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov		
.1.1 Notify youth service agencies, advisory groups and county commissions of intent to survey out-of-school youth; request input on scope of survey and specific youth to participate.	CETA Staff	3-1-81		X										
.1.2 Using input from task 1.1.1, develop draft questionnaire and survey process.	CETA Staff	3-15-81		XX										
.1.3 Advisory Group meets to review and give input on the questionnaire and survey process.	Advisory Group	4-1-81			X									
.1.4 Schedule survey for out-of-school youth.	CETA Staff	4-15-81			XX									
.1.5 Complete survey.	CETA Staff	5-31-81				XXXX								
.1.6 Analyze survey responses.	Prog. Dir/ CETA Staff	6-30-81					XXXX							

V. Activities and Timelines — ACTIVITIES AND TIMELINES

OBJECTIVE(S): Objective 1.2: By 6-30-81 compile, review, and analyze additional available data on the needs of youth in Yolo County.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov
2.1.1 Notify youth service agencies, county departments, advisory groups, schools, etc. of intent to further analyze and report on needs of youth in Yolo County using available data from responses to the Youth Needs Assessment Survey.	CETA Staff	2-15-81	xx									
2.1.2 Agencies, etc. contacted in task 2.1.1 above give input on specific data desired for further analysis.	Agencies	2-28-81	XXXX									
2.1.3 Using input from 2.1.2 above staff prepares recommendations on data areas to be analyzed.	CETA Staff	3-15-81		XX								
2.1.4 Advisory Group reviews and gives input on staff recommendations.	Advisory Group	3-31-81		XXXX								
2.1.5 Specific data areas selected.	Prog. Dir/ CETA Staff	4-15-81			XX							
2.1.6 Data analyzed.	Prog. Dir/ CETA Staff						XXXX					

V. Activities and Timelines — ACTIVITIES AND TIMELINES

OBJECTIVE(S): Objective 1.3: By 9-30-81 write, publish, and disseminate a Second Report on the Needs of Youth in Yolo County.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov
3.1.1 Compile the analyses of out-of-school youth needs and further data from the Youth Needs Assessment Survey produced under Objectives 1.1 and 1.2 into a draft report.	CETA Staff	7-31-81						XXXX				
3.1.2 Advisory Group meets to review draft report.	Advisory Group	8-15-81							XX			
3.1.3 Report edited and rewritten as necessary to reflect Advisory Group input.	Prog. Dir/ CETA Staff	8-31-81							XXXX			
3.1.4 Report completed and published	CETA Staff	9-15-81								XX		
3.1.5 Notify concerned agencies, schools, commissions, elected bodies, etc. of availability of report.	CETA Staff	9-15-81								XX		
3.1.6 Distribute report.	CETA Staff	9-30-81								XXXX		

VI. Coordination

The Youth Needs and Services Awareness Project is a tightly coordinated effort. The entire project is systematically reviewed by the Advisory Group including representatives of--among others--the County's Juvenile Justice and Delinquency and Prevention Commission, Department of Social Services, Project MOVE, schools, private citizens, and youth. As is evidenced by the tasks delineated under the objectives for this Project Augmentation, the Advisory Group will also thoroughly review and give input on all of the various activities proposed herein. In addition to Advisory Group input, the various youth service agencies, county departments, schools, elected bodies, and advisory groups and commissions throughout the county will be periodically notified of project activities and asked for input. Advisory Group review and community input ensures a coordinated, unbiased, and non-duplicative effort.

Direct project staff will be under the supervision of Virginia Brown, Diogenes' Yolo Program Director. Mrs. Brown is experienced and qualified to supervise projects of this type. Diogenes Executive Director, Ron Clement will continue to provide consultation in all project areas.

VII. Position Specifications

JOB TITLE : Youth Worker I

Youth Needs and Services Awareness Project Augmentation

AGENCY : Diogenes Youth Services

Yolo County Youth and Family Crisis Center

QUALIFICATIONS: Applicants must have some public speaking and writing ability. Applicants must either own or have regular access to a car for use in their work. Spanish speaking ability is helpful.

EXPERIENCE : No specific experience is required, however preference will be given to applicants with some volunteer or work experience or related demonstrated interest in youth service activities.

EDUCATION : No specific education is required however graduation from high school or equivalent is preferred.

DUTIES : The Youth Worker will serve as staff for the Youth Needs and Services Awareness Project Augmentation. Duties will include making public presentations before youth and adult groups, interviewing, answering questions, office work, and some research type duties. The position will involve substantial travel throughout Yolo County. The Youth Worker will assist in compiling information and preparing a youth services directory for Yolo County and a followup report on youth needs in Yolo County. The position will involve some evening and weekend work.

SALARY AND BENEFITS : Beginning salary of $675.00 per month; a raise of $30.00 per month after successfully completing six months of probation; three weeks paid vacation per year; a variety of health and dental plans are provided.

TRAINING : Youth Worker will receive training in areas specific to the Youth Needs and Services Awareness Project Augmentation as well as a full range of youth services and activities provided by Diogenes Youth Services. Training specific to the project will include skill development in public speaking, interviewing, survey methods, data collection and analysis, identifying, understanding and evaluating youth and family services, working with schools, community groups, organizations, and service providers, telephone answering, maintaining activity records and preparing reports. This training will be provided primarily by senior Diogenes staff with our Yolo County Program Director--the project supervisor--and our Executive Director assuming primary responsibility. OJT will be the primary training modality. However we intend to enroll the Youth Worker--if necessary--in a public speaking seminar or course through, for example, University Extension or the community colleges.

Skill development in other areas will focus on direct services for troubled youth and families. The Youth Worker will partici-

pate in our regular volunteer training program involving one three-hour training session per week for six weeks plus at least six additional hours per week of practical experience in assisting youth at our center. This training and experience covers counseling and communication skills, problem identification, telephone counseling, providing information and referral, community resource identification and utilization, and an overview of problems among youth and families and appropriate responses thereto. This training is provided by senior Diogenes staff, professional consultants, and agency representatives. The Youth Worker will also participate in eighty hours of training and practical experience with our resident counselor training program. In this program the Youth Worker will gain skills in nutrition, meal preparation, recreation, and services and supervision for youth in residence at our facility. This training is provided by senior staff and consultants.

The Youth Worker will also have the opportunity to attend one or more youth worker training conferences offered by the Rural Counties Youth Services Coalition, the Youth Development Bureau (federal department of HHS) and the National Network of Runaway and Youth Services.

The Youth Worker will gain the skills to secure employment in a variety of youth work and community service positions. As in the past, she/he will be encouraged to accept regular employment with Diogenes.

VII. Position Specifications

JOB TITLE : Administrative Trainee
(Secretary I classification)

Youth Needs and Services Awareness Project Augmentation

AGENCY : Diogenes Youth Services

Business Office

QUALIFICATIONS: Typing ability, knowledge of office procedures, and some math aptitude or work or volunteer bookkeeping experience.

EXPERIENCE : Some business or clerical volunteer or paid experience is desirable.

EDUCATION : No specific education is required, however graduation from high school or some business or clerical course work is preferred.

DUTIES : Typing, filing, answering phones, bookkeeping, maintaining personnel records, preparing reports and generally providing administrative support.

SALARY AND BENEFITS : Beginning salary of $682.00 per month with a raise of $30.00 per month after successfully completing six months of probation; three weeks paid vacation per year; a variety of health and dental plans are provided.

TRAINING : The Administrative Trainee will receive training in all areas of secretarial and clerical services, office procedures, and general bookkeeping including typing; preparing payroll; documenting expenditures; writing checks; maintaining the cash disbursements journal; filing; letter, report, form and grant formats and preparation; taking minutes at meetings; operating photocopy. dictating, calculating and typing equipment; answering phones and meeting the public. Training for the Administrative Trainee will be provided primarily by our Administrative Assistant and Secretary/Bookkeeper at the Business Office. Depending upon skill level the Administrative Trainee may attend one or more classes or seminars in office and clerical skills through, for example, University Extension or the community colleges. The Administrative Trainee will be prepared for regular clerical and/or entry level bookkeeping employment in a variety of settings at project conclusion.

FILED

APR - 8 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

AGREEMENT NO. 81-76

(Agreement Modifying and Amending Agreement for Consultant Services)

THIS AGREEMENT dated this 7th day of April, 1981, by and between the County of Yolo and Wahler Associates,

W I T N E S S E T H:

RECITALS:

1. The County of Yolo has heretofore entered into Agreement No. 81-56 with Wahler Associates for the performance of various consultant services and studies relative to geologic and hydrologic work along and in the bed of Cache Creek, said Agreement having been made and entered into on March 3, 1981.

2. Wahler Associates has requested, and good cause appears to exist for, an extension of time for the rendering of a draft hydrologic report.

3. Paragraph 3.3.4. of said Agreement requires the completion and presentation of the draft hydrologic report no later than forty (40) days from the start of work as specified by the Agreement.

4. An additional fifteen (15) days will be sufficient to complete and present said report.

5. The parties desire to amend the provisions of Agreement No. 81-56 so as to extend the deadline for the completion and presentation of the draft hydrologic report.

AGREEMENTS:

1. Agreement No. 81-56 is hereby amended to read as follows:

3.3.4 Time for Completion:

The draft hydrologic report shall be completed and presented no later than fifty-five (55) days from the start of work as specified herein.

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

2. In all other respects, the provisions of Agreement No. 81-56 are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

(SEAL)

WAHLER ASSOCIATES, a California Corporation

BY Jack D Wahler
Senior Vice President and Chief Engineer 4/6/81

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BK

Received 4/21/81 Bkw. D.P.W.

AGREEMENT NO. 81-77

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this day of ,1981, by and between

James M. Syar, an Individual

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

IMPROVEMENTS ON COUNTY ROAD 31 BETWEEN C.R. 95 AND C.R. 96

(Description and Location of Project)

in accordance with the special provisions and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

COUNTY ROAD 31, IMPROVEMENTS BETWEEN C.R. 95 AND C.R. 96

(Plan Index No. 31.80 to No. 31.95) (WO #4292)

Approved March 3, 1981 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty-five (65) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for allrisks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them to wit:PART 'A'

PART "A"

PART 'A' C.R. 31 WIDENING AND OVERLAY

Item No.	Description	Estimated Quantity	Unit (In figures) $	Total Price (In figures) $
1	CLEARING & GRUBBING (CR31)	L.S.	L.S.	18,500.00
2	ROADWAY EXCAVATION	3,300 (F) C.Y.	6.00	19,800.00
3	IMPORTED BORROW (IN PLACE)	(F) 400 C.Y.	8.00	3,200.00
4	AGGREGATE BASE (CLASS 2, 3/4 " Max.)	2,500 T	7.50	18,750.00
5	AGGREGATE SUB-BASE (CLASS 1)	3,610 T	7.20	25,992.00
6	AGGREGARE (TYPE 'B';MEDIUM; A.C.)	3,526 T	26.00	91,676.00
7	PAVING ASPHALT (AR-4000)	194 T	26.00	5,044.00
8	ASPHALT EMULSION (SS-1)	6 T	400.00	2,400.00
9	LIQUID ASPHALT (SC-250) (Penetration Treatment & Prime Coat)	7 T	400.00	2,800.00
10	18" C.M. PIPE (0.0064"TK)	44 L.F	15.00	660.00
	TOTAL PART 'A'..			$188,822.00

(F) denotes final pay quantity.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED AS TO FORM
CHARLES R. MARK
COUNTY COUNSEL

APPROVED: By _____
(County Counsel)

COUNTY OF YOLO

BY Robert N Black
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

BY James M. Syar, an Individual Owner
James M Syar
P.O. Box 1272
Vallejo, CA 94590
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 325241

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

Bond No. YS 818-5505
Premium: $1,322.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, JAMES M. SYAR, an Individual, as Principal, and INDUSTRIAL INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of NINETY FOUR THOUSAND FOUR HUNDRED ELEVEN AND NO/100THS - - -

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety is hereby given, and the said surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 21st day of April ,1981

WITNESS:

By:

JAMES M. SYAR, an Individual

"Principal"

Approved as to form:
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

INDUSTRIAL INDEMNITY COMPANY
"Surety"
By:
Attorney-in-fact, Rich Wassall

STATE OF CALIFORNIA
County of San Francisco

On the 21st day of April in the year One Thousand Nine Hundred and Eighty One, before me Cynthia L. Lewis, a Notary Public in and for the County of San Francisco, personally appeared Rich Wassall known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the INDUSTRIAL INDEMNITY COMPANY and acknowledged to me that he subscribed the name of the thereto, as principal and his own name as Attorney-in-fact.

Cynthia L. Lewis
Notary Public in and for the
San Francisco
County of

CYNTHIA L. LEWIS
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires JAN. 20, 1984

State of California
My Commission Expires January 20, 1984

(Seal)

Bond No. YS 818-5505
Premium: Included in Performance Bond

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, JAMES M. SYAR, an Individual, as Principal, and INDUSTRIAL INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of NINETY FOUR THOUSAND FOUR HUNDRED ELEVEN AND NO/100THS - - -

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the persormance of the work contracted to be done, or for any work or labor done theron of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 21st day of April ,1981.

JAMES M. SYAR, an Individual

WITNESS: By _____

_____ By _____
"Principal"

Approved as to form: APPROVED AS TO FORM
CHARLES H. [illegible]
COUNTY COUNSEL

INDUSTRIAL INDEMNITY COMPANY
"Surety"

By _____ By _____
Attorney for Entity Attorney-in-fact, Rich Wassall

On this 21st day of April in the year One Thousand Nine Hundred and Eighty One, before me, Cynthia L. Lewis, a Notary Public in and for the County of San Francisco, personally appeared Rich Wassall known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the INDUSTRIAL INDEMNITY COMPANY and acknowledged to me that he subscribed the name of the _____, thereto as Principal and how own name as Attorney-in-fact.

Cynthia L. Lewis
Notary Public in and for the
County of San Francisco
State of California
My Commission Expires January 20, 1984

(Seal)

CYNTHIA L. LEWIS
NOTARY PUBLIC — CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires JAN. 20, 1984

Power of Attorney #GK

HOME OFFICE · SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

----------RICH WASSALL----------

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

----------UNLIMITED----------

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 24th day of February , 19 76 .

Attest:

Roxani M. Gillespie, Secretary

INDUSTRIAL INDEMNITY COMPANY

By J. G. LaPlante
Senior Vice President

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 24th day of February , 19 76 , before me, Mary Mueller , a notary public in and for the City and County of San Francisco, State of California, personally appeared J. G. LaPlante and Roxani M. Gillespie known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.

MARY MUELLER
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Aug. 3, 1979

Notary Public in and for the City and County of San Francisco, State of California

---

I, L. E. Mulryan Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 21st day of April , 1981 .

SEAL

Secretary

L. E. Mulryan,

CERTIFICATE OF INSURANCE
Wausau Insurance Companies

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and address of Insured

James M. Syar
P. O. Box 1272
Vallejo, CA 94590

Corroon & Black-Miller & Ames
Producer No.: 3349
Place: San Francisco, CA
Date Issued: April 21, 1981
Region: San Francisco

Kind of Coverage	†	Expiration Date	Policy Number	Limits of Liability — Bodily Injury	Limits of Liability — Property Damage
Workers' Compensation *	1	4/1/82	0612 02 035902	* Unless otherwise indicated, this policy affords full coverage under the Workers' Compensation laws of all states (except states where coverage can be provided only by State Funds, and Canada) and as designated in the policy and endorsements for Coverage B — Employers' Liability.	
Comprehensive General Liability	1	4/1/82	0622 00 035902	$ 500,000 Each Occurrence $ 500,000 Aggregate	$ 250,000 Each Occurrence $ 250,000 Aggregate
Products - Completed Operations: X Included ☐ Excluded Contractual - All Written Contracts: X Included ☐ Not Covered				Single Limit $ Each Occurrence $ Aggregate	
Owners', Landlords' and Tenants' Liability				$ Each Occurrence	$ Each Occurrence $ Aggregate
Contractual Liability — Designated Contracts Only				$ Each Occurrence Single Limit $ Each Occurrence $ Aggregate	$ Each Occurrence $ Aggregate
Automobile Liability X All Owned Autos X Hired and Nonowned Autos ☐ Specified Autos Only	1	4/1/82	0622 02 035902	$ 500,000 Per Person $ 500,000 Per Accident Single Limit $ Per Accident	$ 250,000 Per Accident
Umbrella Liability				$ Each Occurrence $ Aggregate Products - Completed Operations $ Retention	

Special Provisions/Locations/Specified Autos:

These policies will not be cancelled or materially changed without thirty (30) days prior written notice to the Certificate Holder.
All operations performed by or on behalf of the Named Insured in connection with County Road 31, Improvements between C.R. 95 and C.R. 96 (Plan Index No. 31.80 to No. 31.95) Work Order #4292.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

†The entry of a number in this column means that the coverage is afforded by the company designated by the same number.

Issued to:

County of Yolo
Department of Public Works
292 West Beamer Street
/NF Woodland, CA

Issued by (1.) EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(2.) ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
(3.) WAUSAU UNDERWRITERS INSURANCE COMPANY
(4.) WORLWIDE UNDERWRITERS INSURANCE COMPANY

Signed Lois J. Thompson
Authorized Company Representative

7-80 PRTD IN U.S.A. (S) 15 5736

Sayre & Toso, Inc.

VERIFICATION OF INSURANCE

TO: County of Yolo
Department of Public Works
292 West Beamer Street
Woodland, CA

We, the undersigned, hereby verify that the following described insurance is in force at this date, of which

_____% is insured with Underwriters at Lloyd's, London

_____% is insured with Certain Insurance Companies, London, England

100 % is insured with Mission Insurance Company

Name of Assured: James M. Syar
Address of Assured: P. O. Box 1272
Vallejo, CA 94590

Location of Risk: County Road 31, Improvements between C.R. 95 and C.R. 96 (Plan Index No. 31.80 to No. 31.95) Work Order #4292.

Kind of Insurance: Umbrella Liability

Policy or Certificate No: M 87 52 52

Period: From: 4/1/81 To: 4/1/82

Limits of Liability: $10,000,000 Excess of Primary Limits.

This policy will not be cancelled without thirty (30) days prior written notice to the Verification Holder; however, in the event of cancellation for*

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Any amendment, extension or alteration of such policies can only be effected by specific endorsement attached thereto.

For particulars concerning the limitations, conditions and terms of the coverage you are referred to the original Policy or Policies in the possession of the Assured.

The undersigned is not an insurer; however, Insurance has been placed by it. The undersigned has no responsibility to give notice of cancellation of this Insurance except to the extent specifically provided herein.

*nonpayment of premium, only ten (10) days written notice will be mailed to the Verification Holder. (See over)

Corroon & Black-Miller & Ames /NF

Sayre & Toso, Inc.

Dated at San Francisco, CA, April 21, 19 81 By John M. Bowyer

S85031N

(9-79)

All operations performed by or on behalf of the Named Insured in connection with job listed in this Verification of Insurance.

BK

AGREEMENT NO. 81-78

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this day of ,1981, by and between

STEWART CONTRACTING INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

IMPROVEMENTS ON COUNTY ROAD 31 BETWEEN C.R. 95 AND C.R. 96

(Description and Location of Project)

in accordance with the special provisions and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

RECEIVED
APR 21 1981
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

COUNTY ROAD 31, IMPROVEMENTS BETWEEN C.R. 95 AND C.R. 96

(Plan Index No. 31.80 to No. 31.95) (WO #4292)

Approved March 3, 1981 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty-five (65) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for allrisks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them to wit:

PART 'B'

PART 'B' WIDENING OF BRIDGES

Item No.	Description	Estimated Quantity	Unit (In figures)	Total Price (In figures)
11	CLEARING & GRUBBING(Bridge)	L.S.	L.S.	$ 6,500.00
12	FURNISH CONCRETE PILES (Class 45-1) ALT. 'Y'	726 L.F.	20.00	14,520.00
13	DRIVE CONCRETE PILES	16 EA.	1,365.00	21,840.00
14	STRUCTURAL CONCRETE (Bridge, 82 C.Y.)	L.S.	L.S.	32,472.00
15	BAR - REINFORCING STEEL (BRIDGE, 27,000 lbs)	L.S.	L.S.	10,260.00
16	METAL-TUBE BRIDGE RAILING (TYPE - 115)	392 L.F.	60.00	23,520.00
17	METAL-BEAM GUARD RAILING (WOOD-POST)	463 L.F.	23.00	10,649.00
18	CABLE-ANCHOR ASSEMBLY (BREAKAWAY - TYPE 'A')	8 EA.	350.00	2,800.00
19	TEMPORARY - RAILING (TYPE 'K')	380 L.F.	30.00	11,400.00
	TOTAL PART 'B'	...		$133,961.00

TOTAL OF PART 'B' = $_____

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED AS TO FORM
APPROVED: CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

(County Counsel)

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk

By _____, Deputy

BY _____ (treasurer)

STEWART CONTRACTING INC.

P.O. BOX "C"

SHERIDAN, CALIF. 95681

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 246379-A

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

Bond # B 31 75 64
Premium: $1,206.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, STEWART CONTRACTING, INC., as Principal, and RELIANCE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of PENNSYLVANIA, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California as obligee, in the just and full sum of Sixty Six Thousand Nine Hundred Eighty and 50/100---------- (DOLLARS ($66,980,50--) (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

COUNTY ROAD 31, IMPROVEMENTS BETWEEN C.R. 95 AND C.R. 96

(Plan Index No. 31.80 to 31.95) Work Order No. 4292

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety is hereby given, and the said surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 16th day of April, 1981

STEWART CONTRACTING, INC.

WITNESS:

By: TREASURER

"Principal"

APPROVED AS TO FORM
Approved as to form:
COUNTY COUNSEL

By DEPUTY COUNTY COUNSEL

RELIANCE INSURANCE COMPANY
"Surety"

By
Attorney-in-fact
John F. Peterson

STATE OF CALIFORNIA
County of Sacramento

On the 16th day of April in the year One Thousand Nine Hundred and Eighty One, before me Betty L. McGarrity, a Notary Public in and for the County of Sacramento, personally appeared John F. Peterson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Reliance Insurance Company and acknowledged to me that he subscribed the name of the STEWART CONTRACTING, INC. thereto, as principal and his own name as Attorney-in-fact.

Notary Public in and for the

County of SACRAMENTO

State of California
My Commission Expires

BETTY L. McGARRITY
NOTARY PUBLIC
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
Commission Expires May 23, '82

(Seal)

Bond # B 31 75 64
Premium: Included in FP Bond

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, STEWART CONTRACTING, INC., as Principal, and RELIANCE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of Sixty Six Thousand Nine Hundred Eighty and 50/100---------- DOLLARS($66,980.50-----) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

COUNTY ROAD NO. 31 - IMPROVEMENTS

BETWEEN C.R. 95 AND C.R. 96

(Plan Index No. 31.80 to 31.95) (W.O. #4292)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the persormance of the work contracted to be done, or for any work or labor done theron of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 16th day of April ,1981.

STEWART CONTRACTING, INC.

WITNESS:

By [signature] TREASURER

By _____
"Principal"

APPROVED AS TO FORM
Approved as to form:
COUNTY COUNSEL

By _____
COUNTY COUNSEL
Attorney for Entity

RELIANCE INSURANCE COMPANY
"Surety"

By _____
Attorney-in-fact
John F. Peterson

On this 16th day of April in the year One Thousand Nine Hundred and Eighty One, before me, Betty L. McGarrity, a Notary Public in and for the County of Sacramento, personally appeared John F. Peterson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Reliance Insurance Company and acknowledged to me that he subscribed the name of the STEWART CONTRACTING, INC., thereto as Principal and how own name as Attorney-in-fact.

(Seal) BETTY L. McGARRITY NOTARY PUBLIC STATE of CALIFORNIA COUNTY of SACRAMENTO Commission Expires May 29, '82

Notary Public in and for the
County of Sacramento
State of California
My Commission Expires 5/29/82

RELIANCE INSURANCE COMPANY

ADMINISTRATIVE OFFICES, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint

JOHN F. PETERSON of SACRAMENTO, CALIFORNIA----------

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP----------

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed.

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 22nd day of April 1974

RELIANCE INSURANCE COMPANY

Morris E. Brown
Vice-President

STATE OF Washington
COUNTY OF Pierce } ss.

On this 22nd day of April, 1974, personally appeared MORRIS E. BROWN

_____, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires

January 15, 1978

Bertha M. Barroga
Notary Public in and for State of Washington

Residing at Tacoma

I, D. Keith Johnson, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 16th day of April 1981

D. Keith Johnson
Assistant Secretary

WBDR-1431 ED. 7-71

STANDARD AGREEMENT
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

MAY 12 1981

AGREEMENT NO. 81-79

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER

THIS AGREEMENT, made and entered into this 24th day of February, 19 81, in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting Sandra M. Cooper DEPUTY

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Support Branch	Department of Health Services	80-64629

hereafter called the State, and

County of Yolo (Health Department)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall:

   A. Conduct an inventory within their jurisdiction of the existing health education-risk reduction activities and services using the format provided by the State Department of Health Services. Organizations to be inventoried should include but not limited to the following:

      (1) local health agencies including the Contractor;

      (2) HSA

      (3) private health care provider groups;

      (4) local education agencies and organizations;

      (5) voluntary organizations including churches;

      (6) hospitals;

      (7) HMOs;

Approved as to Form
Dated 4-13-81
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo (Health Department)
BY (AUTHORIZED SIGNATURE): Everett Mell	BY (AUTHORIZED SIGNATURE): Robert N. Black
TITLE: Chief, Contract Management Section, for Chief, Program Support Branch	TITLE: Chairman, Board of Supervisors Agree. #81-79
	ADDRESS: 10 Cottonwood Street, Woodland, CA 95695

(CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

APR 22 1981

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$ 3,000	Local Assistance		General
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	292(b)	510	1980	1980-81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	Local Assistance Contracts			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	7270-5101-A20101			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [illegible] DATE: 4-13-81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: E. Mell DATE: APR 22 1981

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Deputy

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

(8) schools, colleges, universities;

(9) chambers of commerce

(a) health related businesses

(b) employee groups with health programs;

(10) health insurance groups;

(11) unions;

(12) municipal agencies including parks and recreations, police, fire, libraries;

(13) professional organizations;

(14) social service organizations;

(15) for profit organizations and individuals.

Health education-risk reduction programs and services are defined as those activities with selected educational intervention activities directed at a specific identified target population and relating to one or more specific risk factors, i.e., smoking, alcohol related problems, weight control, nutrition, hypertension control, stress reduction, or accident prevention.

B. Submit to the State Department of Health Services a report containing the findings of the inventory in a manner prescribed by the State Department of Health Services.

2. The period of this contract shall be April 1, 1981 through June 30, 1981.

3. The attached Exhibit A(S), entitled, "Additional Provisions", is incorporated herein and made a part hereof by this reference.

4. In consideration of the foregoing services including submission of the required report, performed in a manner acceptable to the State, the State shall reimburse Contractor in a lump sum, in arrears, upon submission of an invoice in triplicate stating the contract number. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 5 of this agreement.

5. The total amount payable by the State to the Contractor under this contract shall not exceed $3,000.

6. Invoices, reports and other communications from the Contractor shall be sent to the Adult Health Section, Department of Health Services, 714 P Street, Room 499, Sacramento, CA 95814.

7. This contract may be cancelled by either party upon 30 days written notice to the other party.

8. The State reserves the right to use and reproduce all reports, data and materials delivered pursuant to this contract and reserves the right to authorize others to use or reproduce such materials.

9. The Contractor shall protect the confidentiality of patient files and records in accordance with existing laws and regulations.

10. The Contractor shall acknowledge, in the following manner, the support of the State whenever any findings, data and materials delivered pursuant to this contract are used in any publications: "This material is based upon worked supported by the State of California, Department of Health Services under Contract No. 80-64629".

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS
(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE COST REIMBURSEMENT CONTRACTS)

(1) Fair Employment Practices

The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State Funds

A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.

2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)

a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1.

b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.

c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

3. (Applicable only if State furnishes nonexpendable property to Contractor.)

a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.

b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

4. a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) – B, below are applicable to this paragraph concerning motor vehicles.

b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.

c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.

d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.

e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.

f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than $100,000 per person, $300,000 for one occurrence and property damage limits of not less than $50,000 per occurrence.

The certificate of insurance will provide:

1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.

2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

3) That the State will not be responsible for any premiums on the policy.
Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.

C. 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

2. State property shall be used only for the performance of this contract.

3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.

4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.

D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A – 1 as stated in Paragraph A,2, above.

(7) Invoices and Income Restrictions

A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.

B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives.

C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.

D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"*(Name of Vendor or Subcontractor)* agrees to maintain and preserve, until four years after termination of *(Contractor's name)* agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of *(Name of Subcontractor or vendor)* related to this *(purchase order or subcontract)*."

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.

B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.

C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice – Final Report – Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed $3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a coropration for its general benefit.

(18) Utilization of Small Business Concerns

A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.

B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(19) Utilization of Minority Business Enterprises

A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.

B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(20) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(21) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

AGREEMENT NO. 81-80

MAI Sorbus Service

FILED
APR 15 1981
PETER McNAMEE, Clerk
By Paula M. Cooper, Deputy

Maintenance Agreement For Service Of BASIC FOUR® Computer Systems

Sorbus Service Division District Office:

MANAGEMENT ASSISTANCE INC.
Sorbus Service Division
3400 Watt Ave., Suite 211
Sacramento, CA 95821

Customer Name & Address:

Yolo General Hospital
170 West Beamer Street
Woodland, CA. 95695

Shaded areas for MAI/Sorbus use only

Customer No.	MAI/Sorbus ID No.	A.D.	P/C
E-OB	NEW		

Customer Reference No.

Cust. Instl. Ref. No.	Contract Date	Contract Expir. Date

R	D	T	S/A	Tax	Geographic Codes
W	0,1	0,4	1,0,6		

Basic Four Information Systems Division
Warranty Service Period 90 days

Installation Date 1/23/81 BILLING EFFECTIVE DATE 4/23/81

Location of Equipment:
Company Name SAME Dept. Name Jeff Wanger

Street Address _____ City _____ State _____ ZIP Code _____ Phone No. 916-666-8301

Management Assistance Inc., through its Sorbus Service Division ("MAI"), by its acceptance hereof, agrees to provide remedial and preventive maintenance service for the equipment and features listed below ("Equipment") in accordance with the following terms:

Code	MAI/ Sorbus Type	Mfr. Serial No.	EDPE System	Type	Model	Name		Class	S.C.	Feature No.	Feat. Qty.	Unit Minimum Monthly Maint. Charge	Extended Monthly Charge
	4240	102762		CPU	610-E	B/4	128K					289.00	289.00
	4283	104341		DISC	2530	B/4	35MB					110.00	110.00
	4283	104342		DISC	2530	B/4	35MB-2nd					70.00	70.00
	4236	103178		PRTR	3150	B/4	150LPM					65.00	65.00
	4236	103174		PRTR	3152	B/4	150LPM					65.00	65.00
	4270	101079		VDT	7270	B/4						25.00	25.00
	4270	101014		VDT	7270	B/4						25.00	25.00
	4270	101118		VDT	7270	B/4						25.00	25.00
	4270	101148		VDT	7270	B/4						25.00	25.00
				WARRANTY	PERIOD	1/23/81	- 4/23/81						
	ETR #	118-0308				TERMS NET 30 DAYS							
Monthly Travel Surcharge													
Comments NEW M/A												TOTAL CHARGES	699.00

Are Continuation Sheets attached?
☐ Yes ☒ No

Period Of Maintenance Service Availability

% Coverage	Code	Mon-Fri From	Mon-Fri To	Sat From	Sat To	Sun From	Sun To
		0800	1700				

1. Term of Agreement

The effective date of this Agreement shall be the date upon which MAI certifies that the Equipment has successfully completed diagnostic testing after installation ("Installation Date"). This Agreement shall commence on the Installation Date and shall remain in effect for a period of 12 months after the expiration of the Basic Four Information Systems Division Warranty Service Period set forth on the face hereof. This Agreement shall continue from year to year after the expiration of the initial term unless terminated as herein provided. This Agreement shall be terminable by either party as of the end of the initial term, or as of the end of any subsequent year, on the last day of the initial term of any subsequent 12 month period upon not less than 90 days' prior notice.

Any item of Equipment may be withdrawn from this Agreement by the customer, at any time, upon the giving of 30 days' prior notice, provided that such withdrawal is associated with or necessitated by a reconfiguration of the Basic Four Computer System.

2. Charges

The minimum monthly maintenance charges provided for in this Agreement commencing immediately upon expiration of the Basic Four Information Systems Division Warranty Service Period, if applicable, and the other monthly charges, commencing on the Installation Date of this Agreement, will be invoiced as of the first day of each calendar month in advance. Payment will be made in full within 30 days after the date of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. If customer defaults in the payment of any invoice, MAI may upon notice, modify the payment terms set forth herein, in addition to its other remedies. Charges for a partial month's service will be prorated on the basis of a 30-day month.

All charges specified are those currently in effect and are subject to change by MAI upon 90 days' prior notice. If the charges are increased, the customer may, on the effective date of such increase, terminate this Agreement or withdraw from service any item of Equipment thereby affected upon 1 month's prior notice; otherwise, the new charge shall become effective upon the date specified in the notice.

There shall be added to the charges due hereunder an amount equal to all taxes, however designated, levied, or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by MAI in respect of the foregoing, exclusive, however, of taxes based on net income.

3. Basic Four Information Systems Division Warranty Service Period

During the Basic Four Information Systems Division Warranty Service Period, if applicable, MAI shall provide remedial and preventive maintenance service, as defined in Captions 4 and 5 hereof, at no charge to customer during the customer's selected period of maintenance service availability within MAI's normal working hours (8:00 A.M. to 6:00 P.M., Monday through Friday, except legal holidays). All requests by customer for maintenance service outside of MAI's normal working hours during the Basic Four Information Systems Division Warranty Service Period will be provided at the applicable MAI per call rates and terms then in effect.

4. Scope of MAI Maintenance Service

MAI will render maintenance service to keep the Equipment in, or restore the Equipment to, good working order. This maintenance service includes the scheduled preventive maintenance based upon the specific needs of the individual item of Equipment as determined by MAI and unscheduled, on-call remedial maintenance. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by MAI. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis, and the exchanged parts will become the property of MAI. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If maintenance service is requested by customer to be performed outside the period selected by customer as provided in Caption 9 hereof, such service will be provided at the applicable MAI per call rates and terms then in effect.

5. Exclusions From MAI Maintenance Service

The following services (inclusive of replacement of maintenance parts) are outside the scope of MAI maintenance service provided hereunder:

(a) electrical work external to the Equipment;

(b) maintenance of accessories, alterations, attachments, or other devices which are not within the Basic Four Information Systems Division product line, or which are not certified by Basic Four Information Systems Division to be its Software Operating System, or which are not then serviced by MAI in the designated MAI Serviceable Area;

(c) repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include, but not be limited to, fire, flood, water, wind, lightning and transportation, or due to neglect or misuse;

(d) repair of damage or increase in service time caused by alterations, which shall include, but not be limited to, any deviation from Basic Four Information Systems Division's physical, mechanical or electrical machine design;

(e) repair of damage or increase in service time caused by attachments or devices which effect a software or operating system incompatibility;

(f) repair of damage or increase in service time caused by attachments or devices which are defined as the mechanical, electrical or electronic interconnection to the Basic Four Computer System which are not within the Basic Four Information Division product line or which are not then serviced by MAI in the designated MAI Serviceable Area;

(g) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable Basic Four Site Planning Checklist including, but not limited to, the failure to provide adequate electrical power, air conditioning, or humidity control, or customer's improper use, management or supervision of the Equipment including without limitation, the use of supplies, disc packs and cartridges not approved by Basic Four Information Systems Division.

(h) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which it is designed;

(i) furnishing supplies or accessories, painting or refinishing the machines or furnishing materials therefor, making specification changes or performing services connected with relocation of Equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein;

(j) such service which is impractical for MAI service representatives to render because of alterations in the Equipment or their connection by mechanical or electrical means to another machine or device; and

(k) systems engineering services, programming and operational procedures of any sort.

6. Other Services Available to Customer

Upon customer's request, the rendition of services outside the scope of MAI maintenance service will be within the discretion of MAI and, if performed, will be at the applicable MAI per call rates and terms then in effect.

7. Access to Equipment

Customer will provide MAI with full and free access to the Equipment and a safe place in which to perform such service. If persons other than MAI service representatives repair, modify or perform any maintenance service on any item of Equipment covered by this Agreement, and as a result thereof, any maintenance service by MAI is required to restore the Equipment to good operating condition and MAI serviceable condition, such maintenance service will be made at the applicable MAI per call rates and terms then in effect.

8. Additional Equipment

Additional items of Equipment will be made subject to this Agreement upon execution by a duly authorized representative of the customer, and acceptance thereof by MAI of (a) the customer's purchase order, (b) MAI's form of addendum or (c) a letter agreement. The customer's purchase order, MAI's form of addendum or letter agreement will state the location, the additional items of Equipment, the type, model, serial number, periods of maintenance service availability, the effective date of the commencement of maintenance service availability, and charges with respect to such Equipment.

9. Periods of Maintenance Service Availability

The minimum monthly maintenance charge described herein entitles the customer to weekday maintenance service availability during the period of 9 consecutive hours between the hours of 8:00 A.M. and 6:00 P.M., daily as selected by the customer, Monday through Friday, except legal holidays.

The customer may select, in addition to the hours available for the minimum monthly maintenance charge, one of the following optional periods of maintenance service availability (including the nine consecutive hours referred to above) for an additional charge: 12, 16, 20 or 24 consecutive hours, daily, Monday through Friday (until 8:00 A.M. on Saturday) except legal holidays. If customer selects one of the foregoing optional periods, customer may also select one of the following periods at an additional charge: 9, 12, 16, 20 or 24 consecutive hours, Saturdays and/or Sundays (until 8:00 A.M. on the following day), except legal holidays. However, preventive maintenance will only be performed between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, except legal holidays.

The hours of maintenance service availability for Equipment on Monday through Friday, except legal holidays, shall be the same each day, and the hours on Saturday or Sunday shall be the same hours on all Saturdays or Sundays.

The customer may change his selected periods of maintenance service availability at the beginning of any calendar month by giving MAI 15 days' prior notice.

All equipment at a single location shall have a common period of maintenance service availability but if a quantity of items of Equipment situated at two or more locations are designed to operate in conjunction with each other and are interconnected by a power or signal cable or the equivalent then all such items of Equipment shall have a common period of maintenance service availability.

10. Charges for Optional Periods of Maintenance Service Availability

Additional charges for one of more of the optional periods of maintenance service availability selected by customer are shown on the face of this Agreement. Such charges are based upon a percentage of the minimum monthly maintenance charge depending on the optional periods selected.

11. Monthly Travel Surcharge

MAI will surcharge the customer monthly if the location shown on the face of this Agreement is located beyond the designated MAI Serviceable Area in connection with maintenance service performed during the period of maintenance service availability selected by customer as shown on the face hereof.

12. Maintenance Service Outside Selected Periods.

If the customer requests unscheduled on-call remedial maintenance to be performed at a time which is outside the selected period of maintenance service availability, the service will be furnished at the applicable MAI per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance. For the purpose of this Agreement, any unscheduled, on-call remedial maintenance service started during a selected period of maintenance service availability and completed within 1 hour after such period will be treated as having been performed within such period and no additional charge will be made therefor.

13. Installation and Control of Engineering and Safety Changes

MAI will control and install all engineering changes it deems necessary on Equipment covered by this Agreement unless otherwise requested by the customer in writing. There will be no charges for such engineering changes.

MAI will control and install, without charge, all safety devices it deems necessary. If the customer refuses to permit installation of a safety change, or removes a safety change already installed, MAI may, at its option, discontinue providing maintenance service until the hazard has been corrected.

If the customer requests installation of engineering changes, including safety changes, at times other than during MAI's normal working hours, MAI reserves the right to charge for such service at the applicable MAI per call rates and terms then in effect.

14. Software Operating System

In the event customer does not upgrade the Software Operating System applicable to the Equipment to the latest available level being supported by Basic Four Information Systems Division within 180 days from release date of the Software Operating System applicable to the Equipment or change thereto, a surcharge may be imposed in addition to the minimum monthly maintenance charge.

15. Disclaimers; Customer's Responsibilities

MAI'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. MAI WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED HEREUNDER.

It is the responsibility of the customer to ensure that all of its files are adequately duplicated and documented. MAI will not be responsible for customer's failure to so do, nor for the cost of reconstructing data stored on disc files, tapes, memories, etc., lost during the course of performance of maintenance service.

16. General

MAI reserves the right to adjust the specified monthly charges if the Equipment specifications, attachments or features of any item of Equipment are changed after the date hereof.

MAI is not responsible for any failure to render service due to strikes or causes reasonably beyond its control.

The customer represents that he is the owner of the Equipment subject to this Agreement or, if not the owner, that he has the authority to enter into this Agreement.

MAI may upon giving prior notice to the customer, assign this Agreement and MAI's rights hereunder, to any parent, subsidiary or affiliate thereof. This Agreement is not assignable by customer without the prior written consent of MAI and any attempted assignment without prior written consent shall be void.

MAI reserves the right to terminate maintenance service immediately in the event that additional equipment which is not within the Basic Four Information Systems Division product line or which is not then serviced by MAI in the designated MAI Serviceable Area is attached to or inserted in a Basic Four Computer System subject to maintenance service under this Agreement.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. MAI reserves the right to terminate maintenance service immediately in the event customer is in default under any agreement with MAI or any of its affiliated companies. This Agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of customer.

Any notice or other communication given hereunder shall be in writing and mailed, if to MAI, to the address of Sorbus Service Division District Office shown on the face of this Agreement, and if to the customer, to the address of the customer shown on this Agreement or to such other address as such party shall have theretofore designated by notice in writing. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.

This Agreement shall be governed by the laws of the State of New York and constitutes the entire Agreement between MAI and the customer with respect to the furnishing of MAI maintenance service. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, agreement or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the Equipment.

Customer acknowledges that he has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Accepted by:

MANAGEMENT ASSISTANCE INC.,
Sorbus Service Division

BY: Dan Kasule

TITLE: District Manager

DATE: 1/5/81

Accepted by:

County of Yolo
(Customer's Full Legal Name)

BY: Robert N Clark

OFFICER'S TITLE: Chairman, Board of Supervisors

DATE: April 14, 1981

APPROVED AS TO FORM
CHARLES P. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

S-1010-7 10/80

MODIFICATION #

AGREEMENT NO. 81-8

REQUEST FOR MODIFICATION TO CONTRACT # 79-26 REQUEST DATE 3/03/81

CETA, TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: California Wilderness Coalition MOD # 003
Public Lands & Resource Education Project

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 1,400.49 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract as the 10% raise granted March 1980 was not built into the previous contract and cause California Wilderness Coalition to overrun their contract.

MODIFICATION

The attached operating budget supersedes those in any previously existing contracts.

FILED

APR 16 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

$21,397.49
New grant total and fixed price

James A. Eaton 3/26/81
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black 4/14/81
Signature of Authorized Officer Date
See reverse

April 14, 1981
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-26

[ ] ORGINAL [X] REVISION NO. 003

DATE March 3, 1981

Subgrantee Name and Address:

California Wilderness Coalition
P. O. Box 429
Davis, CA 95616

Contact Person: David Brown
Phone 758-0380
Period: From 03/01/79 To 07/04/80
Program Name: Public Lands and Resource Education Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY	3/1/79 to 7/4/80					21,397.49			21,397.49
AUG.									
SEPT.									
TOTAL						21,397.49			21,397.49

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY	3/1/79 to	7/4/80	17,861.57	3,535.92				21,397.49
AUG.								
SEPT.								
TOTAL			17,861.57	3,535.92				21,397.49

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JAMES A. EATON, Executive Director
Name and Title of Authorized Official

James A. Eaton
Signature

For CETA Approval Only:

Shannon Hansen
Fiscal Officer — 3-6-81 Date

Margaret J. Sheldon
CETA Director — 3/6/81 Date

YC 105 (10-79)

MODIFICATION #

AGREEMENT NO. 81-82

REQUEST FOR MODIFICATION TO CONTRACT # 80-335 REQUEST DATE 1/27/81

CETA TITLE: II-D CORRESPONDS TO ANNUAL PLAN MOD #N/A

PROGRAM NAME: Winters Fire Protection District MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 730 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Increase funds to allow for medical and dental insurance payments for participant.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

MODIFICATION

1. The attached budget supersedes that of the original contract.
2. The attached individual budget (YC 101) supersedes that of the original contract.

FILED

APR 16 1981

PETER McNAMEE, Clerk

By , Deputy

$9,130 3/20/81

New grant total and fix Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Black 4/14/81

Signature of Authorized Officer Date

April 14, 1981

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 80-335

[ ] ORGINAL [X] REVISION NO. 001

DATE January 27, 1981

Subgrantee Name and Address:
Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person: Captain Kidder
Phone 795-4131
Period: From 10/01/80 To 9/30/81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						673			673
NOV.						673			673
DEC.						710			710
JAN.						770			770
FEB.						770			770
MAR.						770			770
APR.						770			770
MAY						770			770
JUNE						806			806
JULY						806			806
AUG.						806			806
SEPT.						806			806
TOTAL						9,130			9,130

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			634	39				673
NOV.			634	39				673
DEC.			666	44				710
JAN.			666	104				770
FEB.			666	104				770
MAR.			666	104				770
APR.			666	104				770
MAY			666	104				770
JUNE			699	107				806
JULY			699	107				806
AUG.			699	107				806
SEPT.			699	107				806
TOTAL			8,060	1,070				9,130

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Captain W.F.D.
Name and Title of Authorized Official

X [signature]
Signature

For CETA Approval Only:

[signature]
Fiscal Officer — 3-17-81 Date

[signature]
CETA Director — 3/12/81 Date

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Fire Protection District
2. Title VI Project Name:
3. Position Title: Typist Clerk/Dispatcher Trainee
4. Date Submitted: 1/27/81

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 634
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security.....6.13 %	$	$ 39
b. Medical Insurance	$	$ 56
c. Dental Plan	$	$ 4
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X _____ X _____ = ...$	$	$
f. Mileage		
_____miles @ _____per mile.....$	$	$
g. Other (specify)		
_____	$	$
_____	$	$
10. Total Fringe Benefits Cost	$	$ 99
11. Total Position Cost	$	$ 733
12. Anticipated Salary Increases		
a. Cost of Living		
_____% Effective Date _____	$	$
_____% Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 12/01/80	$	$ 32
5 % Effective Date 6/01/81	$	$ 133
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$
b. Fringe Benefits	$	$
c. Total	$	$

14. Number of Positions Being Requested one.

15. Preparded By: Christina Crist

(YC 101)

AGREEMENT NO. 81-83

MAY 18 1981

(Agreement for use of Certain Land to Mine Gravel)

THIS AGREEMENT made and entered into this day of , 1981, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and ALICE E. TORRENCE, ADELAIDE L. CLAAR, and OPAL STEVENS STORKMAN, hereinafter referred to as OWNER,

W I T N E S S E T H :

RECITAL:

1. OWNER represents and warrants that they are the owners in fee simple of the lands described in Exhibit "A" attached hereto.

AGREEMENTS:

1. OWNER grants to COUNTY the non-exclusive right at any time and from time to time during the period of this agreement to enter upon, excavate and remove materials from the aforesaid land in such quantities as COUNTY may deem necessary, but not to exceed 50,000 cubic yards per year.
2. OWNER also grants COUNTY the right to erect, operate and maintain on said land, such equipment or plant as may be necesary for handling or sorting the excavated material or manufacturing road building material therefrom. The right to remove such equipment or plant is hereby reserved to COUNTY.
3. In full consideration to be given by COUNTY under this agreement, COUNTY shall pay to owner forty cents ($.40) per cubic yard of material removed from said property. COUNTY shall make such payment on a monthly basis, at the end of the month, with COUNTY furnishing to OWNER

a statement with each payment showing amount of materials removed during that month.

4. OWNER waives any and all claims by reason of the COUNTY not removing the maximum quantities of materials hereinabove stated, it being expressly understood and agreed that COUNTY is not obligated to pay any royalty hereunder, except upon material actually removed from said premises.

5. The within grant is not and shall not be construed as an agreement for the sale of tangible personal property.

6. COUNTY shall replace, or cause to be replaced, as nearly as reasonably possible, in their original locations, any and all fences which it may find necessary to remove or relocate in securing material or in transporting same after excavation.

7. COUNTY agrees that, excavation shall be conducted in a workmanlike manner, and that excavation and reclamantion shall comply with the provisions of the Mining and Reclamation Ordinances of the County of Yolo.

8. COUNTY agrees that, if it exercises any of the rights and privileges granted herein, then COUNTY agrees to hold OWNER harmless from all claims for injury to persons or damage to property resulting from COUNTY'S operations on OWNER'S property.

9. The terms of this agreement shall commence on the first day of July, 1981, and shall terminate on the 30th day of June, 1982. This agreement may be renewed for a renewal term of one (1) year unless terminated by notice in writing by either party at least thirty (30) days prior to the

expiration of the term or renewal term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper

(Seal) Deputy

OWNERS -

A. C. STEVENS HEIRS

By Alice Stevens Tarena

By X Cecil E. Cooper

By Opal Stevens Starbuck

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM

COUNTY COUNSEL

EXHIBIT "A"

A parcel of land being a portion of the Rancho Rio Jesus Maria, as shown on the record of survey filed in volume 6 of Maps and Surveys at page 34 in the Office of the Recorder of Yolo County, California, said parcel being more fully described as follows:

BEGINNING at a concrete monument marking the centerline of County Road 20 and the West line of Clanton's Willow Oak Park as shown on said record of survey, THE TRUE POINT OF BEGINNING: thence North 10°37'23" East 716.76 feet; thence North 89°56'44" West 848.25 feet; thence South 10°37'23" West 716.76 feet; thence South 35°52'20" West 1,885.52 feet; thence North 85°52'20" West 936.82 feet to a 3 inch brass plate in the east rail of a bridge, marked L.S. 1880; thence continuing North 85°52'20" West 26.93 feet to the east Grant line of the Gordan Grant; thence South 10°37'23" West 2,150 feet more or less along said Grant line to the north right of way line of the Moore Canal; thence northeasterly along said north right of way line to the west line of Clanton's Willow Oak Park; thence North 10°37'23" East 2,250 feet more or less along said west line to the true point of beginning.

END OF DESCRIPTION

COPIES:
- ☐ DIVISION
- ☐ CUSTOMER
- ☐ ACCT. DEPT.
- ☐ DISTRICT

EXHIBIT G16-A

PACIFIC GAS AND ELECTRIC COMPANY

AGREEMENT TO INSTALL FACILITIES OR PERFORM OTHER WORK

81-84

REFERENCE:
S.O. 37593
D&C XXXXX

COUNTY OF YOLO

hereinafter called Customer, has requested Pacific Gas and Electric Company, hereinafter called Pacific, to perform the hereinafter-described work at 512 Gibson Road, Woodland, County of Yolo State of California.

Pacific will perform said work and furnish all necessary labor, appliances, materials and facilities required therefor, subject to the following conditions:

1. Said work shall be as follows:

(Describe hereunder in detail the materials and facilities to be furnished and/or work to be done. **For each facility installed, specifically indicate whether ownership shall vest in Pacific or Customer upon completion of work.** If more space is required use other side and attach any necessary drawings.)

Install 240' of ½" aldyl "A" H.P. service pipe in the location shown on the attached sketch. Ownership of all gas facilities up to and including the meter shall vest in Pacific.

Customer hereby grants to Pacific a right-of-way and easement for the 240' of service pipe to be installed on Customer's property and to be owned by Pacific. Customer agrees not to erect any structure or drill any well within 10' of said service pipe.

Customer shall pay to Pacific a nonrefundable payment of $600.00 which is the difference between the cost to Pacific of installing all gas facilities necessary to supply service to a delivery point at or near Customer's property line (Point "A" on sketch) and the cost of installing all gas facilities necessary to supply service to a delivery point adjacent to the inlet of Customer's house piping (Point "B" on sketch).

2. Whenever part or all of said work is to be furnished or performed upon property other than that of Customer, Customer shall first procure from the owners thereof all rights-of-way and/or permits necessary therefor in form satisfactory to Pacific and without cost to it.

3. Customer shall immediately, upon demand by Pacific, pay to Pacific as the complete contract price hereunder the sum of Six Hundred dollars ($600.00).

Executed this ..... day of ....., 1981

Customer

(Service Address)

512 Gibson Road, Woodland, CA

Mail Address: .....

PACIFIC GAS AND ELECTRIC COMPANY

By .....
For: Manager Division

62-4527 REV. 1-82

FILED

MAY - 8 1981

PETER McNAMEE, Clerk

By PAULA M. COOPER, Deputy

AGREEMENT NO. 81-85

(An Agreement Between the City of Woodland and the County of Yolo for the Collection of Delinquent Charges for Garden Refuse Services on the Property Tax Roll)

RECITALS:

1. Pursuant to City of Woodland Resolution No. 2966, the City of Woodland has requested the Yolo County Board of Supervisors to place on the tax roll for the forthcoming year refuse collection fees determined to be delinquent. Exhibit A, attached hereto, is a complete list of all fees sought to be collected on the County tax roll and is incorporated herein as though fully set forth.

AGREEMENTS:

1. Yolo County agrees to place the delinquent refuse collection fees enumerated in Exhibit A on the County tax roll for the forthcoming year.

2. The City of Woodland agrees to pay to the County of Yolo, pursuant to Health and Safety Code Section 5473.9, a fee of 1% of the total amount collected.

3. By this agreement, the County of Yolo and the City of Woodland direct their respective employees and officers to perform all functions necessary to carry out the agreements contained herein.

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year written.

Dated: April 22, 1981. COUNTY

BY _____
VICE- CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McNAMEE, CLERK
BY: _____
Deputy
(SEAL)

Dated: May 4, 1981. CITY OF WOODLAND

BY _____
MAYOR

ATTEST:
JEAN WINNOP, CLERK
BY _____
Deputy
SEAL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
_____
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

RESOLUTION NO. 2966

A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT CHARGES FOR GARDEN REFUSE SERVICES ON THE TAX ROLL FOR THE FORTHCOMING YEAR IN THE SAME MANNER AS THE GENERAL TAXES

WHEREAS, Sections 5470 et seq. of the Health and Safety Code of the State of California authorize the City to establish rates and charges for refuse services, prescribes penalties for nonpayment of those charges, and to have delinquent charges collected on the county tax roll; and

WHEREAS, the City of Woodland pursuant to Ordinance No. 952, Section 23C-3-2(d) elected to have delinquent charges collected with the county tax roll; and

WHEREAS, the notices prescribed by Health and Safety Code §5473.1 were duly published and mailed and the City Council held a public hearing on February 3, 1981, to consider all objections and protests, if any, to the reports of delinquent charges prepared pursuant to Health and Safety Code §5473.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby:

1. Adopts the written reports of delinquent charges attached hereto as Exhibit "A" and incorporated herein, as of February 3, 1981, and determines that each charge described in said reports for each parcel is proper and correct.

2. Requests the Yolo County Board of Supervisors to Authorize the Auditor and Tax Collector to perform the funcitons provided by Health and Safety Code §5473.4, §5473.6, and §5473.9 respecting the placement of said delinquent charges on the tax roll and collecting said charges with the general taxes, for compensation at a cost not to exceed the amounts set by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODLAND ON February 3, 1981, by the following vote:

AYES: COUNCILMEN: Holman, Jameson, Keller, Parrish, Walker

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: None

ABSTENTIONS: COUNCILMEN: None

Harry Walker
MAYOR

ATTEST:

Jean Stringe
CITY CLERK

EXHIBIT 'A'

8/A	ACCOUNT NO.	PROPERTY OWNER	ADDRESS	PARCEL NO.	AMOUNT DUE
03-000	5812410111	William J. & Ruth Berriman	23 N. Grand Ave.	5-501-02	2.95
03-000	6340374114	Thomas Allen Jenness	152 Walnut St.	5-563-02	5.90
03-000	6365360116	Jack R. & Clara M. Stewart	911 Grafton St.	5-122-17	53.10
03-000	6612336119	Wayne G. Berlin	506 Cunningham Way	65-032-10	53.10
03-000	6812625119	John S. & Mary M.Blackard,Sr	628 Fourth St.	6-216-26	41.30
03-000	6843870111	Charles S. & Rae B. Long	17 Jefferson St.	6-171-21	94.20
03-000	6860378612	Mark B. & Jacquelynn Reiff	52 Jefferson St.	6-172-23	53.10
03-002	6913795314	Orville & Charlotte Brubaker	1445 E. Gum Ave.	66-131-23	7.90
03-009	6941022811	Bruce W. & Vickie L. Jozefiak	718 Montgomery Place	66-180-19	50.15
03-000	7350816115	James R. & Cornelius K. Mackey	1007 West Street	6-281-02	31.60
03-006	7621122215	Gerth & Brenda S. Christensen	802 Columbia Dr.	39-431-01	53.10
03-006	7652560210	Gerald D. & Karol L. Miller	739 Borchard Ct.	39-465-29	15.60
03-000	7713522610	W. Darrell & Pauline Brooks	1617 Midway Dr.	39-234-06	52.80
03-000	7871076613	James R. & Mary L. Trucker	1652 Coloma Way	39-221-02	53.10
03-000	1292100016	Shade Tree Plaze C/O Acumen Inc.	265 California St.	64-120-17	35.10
					603.00

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